

## UOB Simple Card Terms and Conditions

Effective Date: 1 July 2023

### General

These terms and conditions ("**Terms and Conditions**") shall govern the use of UOB Simple Card ("**Card**" or "**UOB Simple Card**") issued by United Overseas Bank (Malaysia) Bhd (Company Registration no. 199301017069 (271809-K) ("**UOB Malaysia**").

These Terms and Conditions are to be read together with the UOB VISA/ MASTERCARD Cardmember Agreement ("**Cardmember Agreement**").

Under these Terms and Conditions, references made to "**Cardmember**" shall mean both the principal and supplementary cardmembers of the Card. "**Principal Cardmembers**" shall mean the principal Cardmembers of the Card. "**Supplementary Cardmembers**" shall mean the supplementary Cardmembers of the Card.

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

### UOB Simple Card Cashback Programme ("**Rewards Programme**")

1. Cardmembers are entitled to earn 10% cashback (or the rate prescribed by UOB Malaysia from time to time) on finance charges on purchases and cash advance (or any other transactions prescribed by UOB Malaysia from time to time), from current monthly statement ("**Cashback**").
2. To earn Cashback:-
  - a. Cardmembers must settle the Minimum Payment Due in full no later than the Payment Due Date, as stated in the Cardmembers' previous monthly statement; and
  - b. Cardmembers' current monthly statement must reflect finance charges on purchases and cash advance, or referred to as "Eligible Finance Charges".
3. Subject to these terms and conditions, Cashback earn will be credited into Principal Cardmembers' Card Account by the next monthly statement provided there are Eligible Finance Charges in the Cardmembers' current monthly statement.

Scenario

Feb statement	March statement	Apr statement
Minimum Payment Due : <b>RM50</b>	Paid Minimum Payment Due from Feb statement: <b>RM50</b>  Retail Interest: <b>RM200</b>	10% Cashback from Retail Interest from March Statement: <b>RM20</b>

\* Cardmember makes Minimum Payment Due for Feb statement in full no later than the Payment Due Date. Cashback calculation is based on Retail Interest stated in March Statement ( $10\% \times RM200 = RM20$ ).

4. For the avoidance of any doubt, a Cardmember is not eligible for Cashback:-
  - a. if the Cardmember's net payment amount is less than the Minimum Payment Due for any reason whatsoever, including payment reversals or stop payment instruction;
  - b. if the Cardmember's Card/Card Account is cancelled, terminated or suspended for any reason whatsoever; or
  - c. if the Cardmember's UOB Simple Card is converted to any other UOB Malaysia Card.

For avoidance of doubt, if any one of the above situations occurs, no refund, extension or compensation will be given by UOB Malaysia.

5. Transaction incurred by Supplementary Cardmember will accrue to the Principal Card for the purposes of computing the Finance Charges. For the avoidance of doubt, if the Supplementary Cardmember earns the Cashback, the Cashback earned will be credited into the Principal Cardmember's Card. The Cashback amount will be rounded up to the nearest cent.
6. The Cashback is neither transferable nor exchangeable for cash, rewards points, credit, good and services, product or privileges or other kind in full or in part and is not refundable or replaceable.
7. Any Cashback awarded in respect of any reversed, voided, refunded or cancelled transactions will be deducted from the Card Account.

### General Terms and Conditions

8. UOB Malaysia is an issuer of credit cards and therefore is not responsible for the quality, merchantability or fitness for any purpose or any other aspect of the products and/or services purchased using the Card.
9. UOB Malaysia is not liable for any default in respect of the Card due to any act of God, war, riot, strike, lockout, industrial action, epidemic, pandemic, fire, flood, drought, storm, technical or systems failure or any event not caused by any breach or negligence by UOB Malaysia.
10. By retaining, using the Card and/or participating in this Rewards Programme, the Cardmembers agree to be bound by this terms and conditions including and any amendment and/or variation to it and the terms and conditions in the Cardmember Agreement.
11. Cardmembers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that the Cardmembers do not understand.

12. In the event of any inconsistency between these Terms and Conditions and:-
- a. the terms and conditions of the Cardmember Agreement; and/or
  - b. any advertising, promotional, publicity and other materials relating to or in connection with the Rewards Programme,
- these Terms and Conditions shall prevail.
13. To the fullest extent permitted by law, UOB Malaysia reserves the right to add, delete, vary, revise, cancel, withdraw, terminate or suspend these Terms and Conditions including the Rewards Programme in whole or in part, at any time with adequate prior written notice to the Cardmember by way of posting on UOB Malaysia's website, displaying a notice at any of UOB Malaysia's branches, a statement insert in the Statement of Account or any other manner as may be determined by UOB Malaysia from time to time.
14. To the fullest extent permitted by law, the Cardmembers' retention or use of the Card after the effective date of such variations, revisions or changes will constitute the acceptance of such variations, revisions and changes on the Terms and Conditions without any reservation.
15. For the avoidance of doubt, revision, withdrawal, cancellation, termination or suspension by UOB Malaysia of the Rewards 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 Cardmembers whether as a direct or indirect result of such revision, cancellation, termination or suspension, unless it was caused by UOB Malaysia's gross negligence or willful misconduct.
16. Cardmembers are eligible to participate in the Rewards Programme provided that the Cardmembers have not defaulted on any terms and conditions of the Cardmember Agreement.
17. Without prejudice to the generality of the foregoing, in the event that the rewards are awarded to and received by persons who have committed or are suspected of committing any fraudulent or wrongful act in relation to the use of their Card and/or any transaction made using their Card, UOB Malaysia reserves the right to disqualify such persons from the Rewards Programme.
18. The record of transactions maintained by UOB Malaysia and UOB Malaysia's decision on all matters relating to the Rewards Programme shall be final, conclusive and binding on the Cardmembers save for fraud or manifest error (for example, unauthorized transactions or fraudulent or wrong entries).
19. UOB Malaysia shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by Visa International Incorporated, MasterCard Worldwide, merchant establishments, postal or telecommunication authorities or any other party which may result in the Cardmembers failing to be entitled to the rewards under the Rewards Programme.
20. To the fullest extent permitted by law, UOB Malaysia expressly excludes and disclaims any representation, warranty or endorsement, 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 the Rewards Programme.
21. UOB Malaysia shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorized third party in respect of the Rewards Programme offered and published in any media, marketing or advertising materials.

22. UOB Malaysia shall not be responsible nor shall accept any liability of any nature and however arising or suffered by the Cardmembers and/or third party resulting directly or indirectly from the Rewards Programme.
  
23. 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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