

**UOB Malaysia Commercial Charge Card Cashback****TERMS AND CONDITIONS****Effective date: 12 August 2024**

These terms and conditions ("Terms and Conditions") apply to the Cardmembers of UOB Commercial Charge Cards ("Card") 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 Commercial Charge Card Cardmember Agreement ("Charge Card Cardmember Agreement"). If there is any conflict or discrepancy between the two in respect of the UOB Malaysia Commercial Charge Card Cashback, 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 Charge Card Cardmember Agreement.

For the avoidance of doubt:

**"Cardmember"** refer to the person or persons appointed/nominated by you via the UOB Commercial Charge Card (Cardmember) Application Form to whom the Card is issued and whose name appears on the Card.

**"UOB Commercial Charge Card"** or **"Card"** refer to UOB Visa Business Signature

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.

**UOB Commercial Charge Card Cashback Programme ("Programme")**

1. Cashback are awarded for any spend using the Card as stipulated in Table A below and subject to exclusions listed in Clause 6. The Cashback Category and Cashback 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 – Cashback**

| <b>UOB Commercial Charge Card</b> | <b>Cashback Category</b>                                                     | <b>Cashback Rate</b> |
|-----------------------------------|------------------------------------------------------------------------------|----------------------|
| UOB Visa Business Signature Card  | Local spend and Overseas spend excluding E-wallet top-up and Utilities Spend | 0.75%                |
|                                   | E-wallet top up and Utilities Spend                                          | 0.20%                |

*Note:*

- "Utilities Spend" refer to spend or payment on utilities, such as electricity, water, telcos (i.e. Maxis, Celcom) etc.
- *The above Table A structure does not apply to card programme under special partner tie-up, close-loop programme and referred programme.*

2. Any accumulated Cashback including cashback 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 Charge 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 Charge Cards to any other UOB Credit Cards (including UOB Commercial Credit Cards) and no refund, extension or compensation shall be given by UOB Malaysia; or
  - d. The UOB Commercial Charge Cards Account becomes delinquent and no refund, extension or compensation shall be given by UOB Malaysia.
3. The total Cashback earned each month will be automatically credited into the Cardmember's UOB Commercial Charge Card Account and this will be reflected in the monthly Statement of Account that follows after the date of the crediting of Cashback.
4. 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.
5. Without prejudice to the generality of the foregoing, in the event that the Cashback 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 Charge Cards and/or any transactions made using their UOB Commercial Charge Cards, UOB Malaysia reserves the right to disqualify such persons from earning or using the Cashback.

### Exclusions

6. The Cashback must be accumulated through purchases made with the UOB Commercial Charge Cards only. The following transactions shall **not** be included for purposes of accumulation and earning of the Cashback under this Programme:
  - a. Transaction made on Cash Advance, DuitNow QR transactions, Direct Debit,
  - b. Transactions made on JomPAY
  - c. Payment of Card account, annual fees, interest payments, late payment fees or charges for cash withdrawals
  - d. Refunded, disputed, unauthorized or fraudulent retail transactions
  - e. Government services transactions, government service tax or any other taxes
  - f. Any other form of service/miscellaneous fees
  - g. Premium for Credit Shield Plus or any other credit insurance.
  - h. Payment of rates, charges, fines to Governmental, statutory and judicial bodies (for local spend only)
  - i. Fuel and all purchases made at any petrol or gas station
  - j. Catering and out-call food and beverage services
  - k. Donations and contributions to charitable, community or social service organizations (including charitable organizations approved by the Inland Revenue Board for tax relief)
  - l. Fees or charges to any education establishments or institutions (including professional and vocational training centers)
  - m. Child care services
  - n. Money transfer.
  - o. Pawn Shops
  - p. Consumer Credit Reporting Agencies
  - q. Professional Services

- r. Heating, Plumbing, and Air Conditioning Contractors
- s. Special events/ categories (including funeral and crematoria services, clothing rental, postage stamps, photographic or video-graphic studios and florists).

### General Terms and Conditions

- 7. 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.
- 8. Cardmembers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that the Cardmembers do not understand.
- 9. 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.
- 10. 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.
- 11. UOB Malaysia's decisions on all matters relating to this Programme, including the determination of Cashback and categories for Cashback shall be final and binding upon all Cardmembers and no further correspondence or attempts to dispute such decisions will be entertained.
- 12. 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 Cashback offered and published in any mass media, marketing or advertising materials.
- 13. 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 Cashback under this Programme.
- 14. 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.
- 15. 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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