

## UOBM Lady's Card

### LuxePay Easi Payment Plan

#### Terms & Conditions

1. These terms and conditions will apply to the United Overseas Bank (Malaysia) Bhd (Company No. 271809-K) ("UOBM") Lady's LuxePay Easi Payment Plan ("the Plan"), and are to be read together with the UOBM Visa/MasterCard Cardmember Agreement ("the Agreement").
2. If there is an inconsistency between these terms and conditions and the Agreement, these terms and conditions will apply for all matters in connection with the Plan. Unless defined differently in this document, the words and expressions used in these terms and conditions will have the same meaning as in the Agreement.
3. **The Plan is available from 1 January 2019 to 31 December 2019 (both dates inclusive) ("Plan Period"), unless otherwise notified.**

#### Eligibility Criteria

4. The Plan is open to all eligible principal and/or supplementary UOB Lady's Cardmembers, whose accounts are current, valid, subsisting and in good credit standing as may be determined by UOBM at its sole and absolute decision ("Cardmembers").
5. **The Plan is only applicable to UOB Lady's Credit Card issued in Malaysia ("Card").**
6. The following shall not be eligible for the Plan:-
  - a. Cardmembers whose account(s) are terminated, suspended or cancelled within the Promotion Period;
  - b. All other UOBM Credit and Debit Cardmembers who do not hold a UOB Lady's Card;
  - c. Any accounts held with UOBM that are delinquent or unsatisfactorily conducted as determined by UOBM at its sole and absolute discretion;
  - d. Persons who are or become insane, deceased, adjudicated bankrupt

#### Plan Mechanics

7. Under this Plan, the Cardmembers will be able to convert their Watches, Jewelleries, Shoes, and/or Bag retail purchases worth RM2,000 and above using the Card, to be made payable via 6- or 12-months instalments, or any other tenure that UOBM may decide from time to time in its absolute discretion ("Plan Tenure"), subject to fulfilling the following:-
  - a. the purchases must be made either online at official website stores or at any department stores or at any retail store worldwide that sells Jewelleries, shoes, and/or bag as its main business activity;

- b. for international transactions, it shall be converted to Ringgit Malaysia (RM) to determine whether it qualifies under this Plan and shall be based on UOBM's transaction records only within the Plan Period;
  - c. the purchases must be paid using a current, valid and subsisting Card;
  - d. the purchases must be in a single receipt transaction;
  - e. it is within the Credit Limit of the Credit Card Account; and
  - f. the purchases must have been debited to the Credit Card Account, recorded in the current Statement of Account forming part of the current outstanding balance due and has not passed the Payment Due Date at the time of the application mentioned in clause 9 below.
8. The transactions that are not eligible for the Plan includes Cash Advance, Balance Transfers, Instalment Payment Plans, Interest Free Loans, Smart Pay, Bill Pay Service, any existing instalment payment schemes of UOBM or other financial institutions, annual fees, outstanding balances or other charges that may be imposed by UOBM under the Agreement, fee or interest related transactions and such other promotions and transactions as the Bank may determine.
9. **The Cardmembers may apply for the Plan within twenty (20) days from the date of purchase ("Transaction Date")** by calling UOBM's Call Centre and/or submitting the application form prescribed by UOBM via fax to UOB Call Centre at + 03- 2690 0121, or by such other means as may be specified by UOBM at any time.
10. UOBM may, at its absolute discretion, approve or reject any application without giving any reason for the decision, and determine the amount allowed to be converted under the Plan, which will be subject, amongst others, to –
- i. the status of the Credit Card Account; and
  - ii. the available Credit Limit of the Credit Card Account.
11. No further interest amount will be charged if the monthly instalment amount is paid in full before the due date stated in the Statement of Account. If not, the applicable fees and charges stated in Clause 18 of the Agreement will be charged on the outstanding amount.
12. Upon approval of the application, the Cardmember's available Credit Limit will be reduced by an amount equal to the retail purchases converted under the Plan ("the Amount"). UOBM will not be liable to the Cardmember for any transactions rejected by merchants because of a resulting insufficiency of available Credit Limit.
13. During the repayment period, the Amount will be repaid by way of equal instalments ("the Payment Instalment"). The Payment Instalment will be debited to the Credit Card Account immediately following the approval of the application, and will be reflected in the following month's Statement of Account, and to be paid in accordance with the Agreement. After each Payment Instalment is repaid, the amount equivalent to such payment will be restored to the Cardmember's available Credit Limit.

14. The Payment Instalment is calculated by dividing the Amount by the number of months of the Plan Tenure. In the event of a default under clause 18 below, the entire amount will be payable immediately in accordance with the Agreement.
15. The Payment Instalment is included in the computation of the 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 Agreement.
- 16. The Cardmember can cancel its participation in the Plan subject to UOBM's receipt of one (1) week's prior written notice (such notice to be given to UOBM Cards Payment Centre, Menara UOB) and a cancellation fee of RM50 (or such other rate as determined by UOBM at its absolute discretion). Such amount shall be debited to the Cardmember's Credit Card Account.**
17. The Cardmember can apply for the Plan more than once, subject to the Cardmember's eligibility under these terms and conditions and at UOBM's absolute discretion.
18. If any or a combination of the following occurs, the total outstanding under the Plan will immediately be due and payable and the applicable finance and late payment charges will be payable in accordance with the Agreement:
  - i. There is a breach of any of these terms and conditions;
  - ii. An event of default occurs pursuant to the Agreement;
  - iii. There is a delay or failure to pay the Payment Instalment or any sums due under the Plan;
  - iv. There is a failure to pay on the due date any money or to discharge any obligation or liability payable from time to time to UOBM for any banking/credit facilities granted;
  - v. The Plan is terminated for any reason whatsoever;
  - vi. The Card is terminated or the Credit Card Account is closed for any reason whatsoever;or
  - vii. It becomes impossible or unlawful for UOBM to make available or continue to make available the Plan.

The events above will also entitle UOBM to cancel, revoke, suspend or restrict the use of the Card, and to consolidate all outstanding amounts into the principal Credit Card Account.

### **General Terms & Conditions**

19. By making an application under this Plan, the Cardmember agrees to be bound by these terms and conditions.
20. The records of transactions maintained by UOBM and UOBM's decision on all matters relating to this Plan shall be final, conclusive and binding on the Cardmembers. UOBM shall not be obliged

to give any reasons or enter into any correspondence with any person(s) on any matter concerning the Plan.

21. UOBM shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by, Visa/MasterCard Worldwide, merchant establishments, postal or telecommunication authorities or any other party in which may result in the Cardmembers being omitted from the Plan.
22. UOBM 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 from her participation in the Plan.
23. UOBM will not be held responsible or liable for any inadequate, damaged or defective merchandise/goods and/or services or for any dispute between the Cardmembers and the merchants.
24. UOBM shall not be liable for any misrepresentation or misrepresentation of facts by any unauthorized third party in respect of the Promotion and published in any mass media, marketing or advertising materials.
25. 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 Promotion.
26. 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 Plan, these terms and conditions shall prevail.
27. 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 way of posting on UOBM's website or in any other way deemed suitable by UOBM with twenty one (21) days prior notice.
28. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Cardmembers shall agree to submit to the nonexclusive jurisdiction of the courts of Malaysia.

**[END]**