

UOB MALAYSIA EASI-PAYMENT PLAN TERMS AND CONDITIONS

These terms and conditions (“Terms and Conditions”) shall apply to all Cardmembers who sign up to the Easi-Payment Plan and these Terms and Conditions shall be read together with the UOB Visa/Mastercard Cardmember Agreement (“Cardmember Agreement”).

If there is any inconsistency between these Terms and Conditions and the Cardmember Agreement, these Terms and Conditions will apply for all matters in connection with the Program. Unless defined differently in this Terms and Conditions, words and expressions used in these Terms and Conditions will have the same meaning as prescribed in the Cardmember Agreement.

1. United Overseas Bank (Malaysia) Bhd (“UOB Malaysia”) is offering the Easi-Payment Plan (“Program”) to all new and existing principal cardmembers holding Credit Cards issued by UOB Malaysia (“Cardmembers”) whose account(s) are current, valid, subsisting and in good credit standing as may be determined by UOB Malaysia and not in breach of the Cardmember Agreement.
2. Customer shall not be eligible to participate in this Program if they fall within ANY of the following:
 - i. All UOB Malaysia Debit, Corporate, Purchasing and Private Label Cardmembers; and/or
 - ii. Cardmembers whose account(s) are terminated, suspended or cancelled within any time during application of the Program.
 - iii. Cardmembers whose Card accounts(s) with UOB Malaysia are delinquent or unsatisfactorily conducted as determined by UOB Malaysia.
 - iv. Persons who are or become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.
3. The Program would allow retail transactions for the purchase of goods and/or services using the Credit Cards to be converted into monthly instalments. When a Cardmember applies for the Program, Cardmember will be deemed to have accepted the terms and conditions in this Terms and Conditions.
4. Cardmembers can apply for the Program by sending a Short Message Service (“SMS”), or calling UOB Malaysia Contact Centre, or submitting the application form prescribed by UOB Malaysia (“Program Application”) at any time within **60 days** (sixty) from the date of purchase (“Transaction Date”).
5. Standard telecommunication charges will apply for each SMS sent and such charges shall be borne by the Cardmembers.
6. Upon UOB Malaysia’s receipt of Cardmember’s Program Application via SMS, Cardmembers will be deemed to have given their consent to UOB Malaysia to convert their confirmed retail transactions for the purchase of goods and/or services into chosen monthly instalments. The Cardmembers will receive an auto-reply SMS upon UOB Malaysia receiving Cardmembers’ Program Application via SMS.
7. Cardmembers shall be entitled to convert purchases into 6 months Easi-Payment Plan (“EPP”) subject to the minimum total purchase amount of **Five Hundred Ringgit Malaysia (RM500)** or its equivalent in any foreign currency, as the case may be in a single and/or cumulative transactions using UOB Malaysia credit card (“Eligible Spend”). In the event that Eligible Spend is made in foreign currency other than Ringgit Malaysia, UOB Malaysia’s prevailing exchange rate shall apply. Such amount/tenure may be revised by UOB Malaysia at any time with prior notice.
8. Upon approval of the Program Application, the Cardmember acknowledges that UOB Malaysia will charge an upfront interest of 2.99% based on the purchase amount converted and the tenure

selected (“Upfront Interest”). The Upfront Interest shall refer to such rate that applies to the Program which UOB Malaysia may specify or publish from time to time.

9. The Upfront Interest will be billed, debited and reflected in the Cardmember’s monthly Statement of Account together with the first monthly instalment upon the posting date of approved Program transaction. If the Upfront Interest charged is not received by UOB Malaysia in full by the due date, then the applicable fees and charges in accordance with the Cardmember Agreement will be charged on the outstanding amount.
10. Upon acceptance and confirmation of the Program Application, the Cardmembers will not be able to change/alter the tenure, Monthly Instalment/ partial and/or full purchases amount converted under the Program (whichever applicable) and/or the Monthly Instalment once the Program Application is approved.
11. For the avoidance of doubt, the minimum total purchase amount can be the total amount of a single transaction or accumulated from multiple transactions. If your Transaction Date exceeds 60 days, then the said transaction shall not be eligible to form part of the total purchase amount.
12. A transaction is valid for the Program if the purchase has been debited to the Cardmember’s Credit Card Account, and/or the purchase has been recorded in the Cardmember’s credit card account monthly statement (“Statement of Account”) which has already formed part of the outstanding balance due.
13. For avoidance of doubt, any fees and charges charged to the Cardmember’s outstanding balances of the previous monthly statements, shall not be reversible and/or refundable to the Cardmember in the event that the purchases chosen to be converted into instalment payment under the Program was charged with the fees and charges.
14. The Program cannot be used for cash advances, balance transfers, total retail transactions less than the minimum amount specified, any existing instalment payment schemes of UOB Malaysia or other financial institutions, settlement of annual fees, outstanding balances or other charges that may be imposed by UOB Malaysia under the Cardmember Agreement.
15. The EPP monthly instalment is calculated as the sum of the amount converted divided by the number of months of the Program Tenure:-

$$\text{Payment Instalment} = \frac{\text{Sum of the amount converted into instalment}}{\text{Program Tenure}}$$

Illustration of upfront interest and monthly instalment amount:-

Sum of purchase amount converted	RM600
Upfront Interest fee at 2.99%	RM17.94
EPP Monthly Instalment at Month 1	RM117.94
EPP Monthly Instalment at Month 2 to 6	RM100.00

16. The EPP Monthly Instalment for final month (“Final Payment Instalment”) may vary. Due to the rounding precision, the Final Payment Instalment will be generated with an amount equal to the outstanding principle amount, such that the total EPP Monthly Instalment of all instalments is equal to the sum of amount converted including the applicable interest payments.
17. The EPP Monthly Instalment will be debited to Cardmember’s Credit Card Account following the approval of the Program Application, and will be reflected in the following month of the Cardmember’s Statement of Account, and payable in accordance with the Cardmember Agreement.

18. The EPP Monthly Instalment amount forms part of the Cardmember's Minimum Monthly Payment and must be paid in full on or before the Payment Due Date.
19. No additional interest will be imposed if Cardmember make a minimum monthly repayment which includes the EPP Monthly Instalment Amount and other related amount including partial payments as stated in the Cardmember Agreement, before the Payment Due Date specified in the Statement of Account. In the event of any delay or failure to pay the EPP Monthly Instalment and other related amount (including making partial payment) as specified in the Statement of Account, or otherwise where repayments are insufficient to settle the EPP Monthly Instalment amount, on or before the due date, the Cardmember will be deemed to have committed an event of default and UOB Malaysia will levy finance charges on the outstanding balances and other applicable fees and charges.
20. UNIRinggit Rewards will not be awarded under this Program.
21. UOB Malaysia reserves the right to;
 - i. approve or decline any application
 - ii. approve or decline the purchase amount convertible under the Program, which will be subject, amongst others the status of the Cardmember's Credit Card Account; and the available Credit Limit.
22. Once the Program Application has been approved, the Cardmember's available credit limit will be provisionally reduced by earmarking an amount equivalent to the total purchase amount. As each EPP Monthly instalment is paid, the same amount equivalent to the payment made will be restored to the Cardmember's credit limit.
23. The Cardmember can cancel his/her participation in the Program subject to UOB Malaysia's receipt of a written or verbal notice from Cardmembers. The Cardmembers has to provide notice to UOB Malaysia before next monthly Statement of Account generated after Program Application is approved either by:
 - i) email to uobcustomerservice@uob.com.my; or
 - ii) contacting UOB Malaysia Contact Centre at 03-26128 121 (Kuala Lumpur), 04-2401 121 (Penang), 07-2881 121 (Johor Bahru), 082-287 121 (Kuching) or 088-477 121 (Kota Kinabalu).However, the Upfront Interest is payable and non-refundable upon UOB Malaysia's approval of the Cardmembers' application.
24. The Cardmember can apply for the Program more than once, subject to the Cardmember's eligibility under this Terms and Conditions.
25. Upon the occurrence of any one or more of the following:
 - i) There is a breach of this Term and Conditions or the Cardmember Agreement by the Cardmember.
 - ii) An event of default occurs pursuant to the Cardmember Agreement.
 - iii) There is a delay or failure by the Cardmember to pay the Payment Instalment or any sum due under the Program.
 - iv) There is a failure to pay on due date any money or to discharge any obligation or liability payable from time to time to UOB Malaysia or for any banking/credit facilities.
 - v) The Program is terminated by Cardmember for any reasons whatsoever.
 - vi) The Credit Card is terminated or the Credit Card Account is closed/suspended for any reason whatsoever.
 - vii) It becomes impossible or unlawful for UOB Malaysia to make available or continue to make available the Program, including but not limited to upon death, bankruptcy or legal disability of the Cardmember or that any provision in this terms and conditions is declared by a court or other relevant authority to be void, voidable or unenforceable;

the total outstanding amount under the Program and any applicable finance and charges shall immediately be due and payable in accordance with the Cardmember Agreement. The above events shall also entitle UOB Malaysia to cancel, revoke, suspend or restrict the use of the Credit Card and afterwards to consolidate all outstanding amounts into the principal Credit Card Account.

26. The Cardmember is liable to pay for any 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 to be paid to any body or authority having jurisdiction over UOB Malaysia, in respect of any fees and charges charged or incurred by UOB Malaysia in relation to providing the Program to the Cardmember.
27. The Cardmember consents and agrees that any taxes or levies incurred by UOB Malaysia in relation to the Program provided by UOB Malaysia to the Cardmember, shall be borne by and charged to the Cardmember and in the event that UOB Malaysia shall effect payment on the Cardmember's behalf, the Cardmember shall be liable to reimburse UOB Malaysia for such amounts paid and UOB Malaysia has the right to credit such taxes, duties and levies to the Credit Card Account.
28. By participating in the Program, the Cardmembers agree to be bound by these terms and conditions and the terms and conditions in the Cardmember Agreement. All capitalised words used in these terms and conditions shall have the same meaning as defined in the Cardmember Agreement. If there is any inconsistency between these terms and conditions and the Cardmember Agreement in relation to this Program, these terms and conditions shall prevail.
29. Cardmembers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that the Cardmembers do not understand.
30. UOB Malaysia makes no representation or warranties with respect to items purchased under the Program, and in particular, makes no warranties with respect to the quality or suitability for any purpose. The Cardmember shall resolve all disputes or differences on the quality or quantity or fitness for purpose of the goods or services with the respective merchant directly. UOB Malaysia will not be held liable for any inadequate, damaged or defective merchandise/goods or services or for any dispute between the Cardmember and the merchant.
31. To the fullest extent permitted by law and unless due to UOB Malaysia's gross negligence or wilful misconduct, UOB Malaysia expressly excludes and disclaims any representations, warranties or endorsements, expressed 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 Program.
32. UOB Malaysia reserves the right to terminate, add, delete, suspend or vary these terms and conditions including but not limited to the Upfront Interest, from time to time, wholly or in part, by providing twenty-one (21) days prior notice to the Cardmember via posting on UOB Malaysia's website, displaying a notice at any of UOB Malaysia's branches and/or a statement insert in the Statement of Account.
33. UOB Malaysia reserves the right to cancel, withdraw, suspend, extend or terminate the Program, wholly or in part, at any time, by providing twenty-one (21) days prior notice to the Cardmember. For the avoidance of doubt, cancellation, withdrawal, suspension, extension or termination by UOB Malaysia of the Program 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, withdrawal, suspension, extension or termination, unless due to UOB Malaysia's gross negligence or wilful misconduct specifically related to this Program.

34. UOB Malaysia shall not be liable for any misrepresentation or misrepresentation of facts by any unauthorised third party in respect of the Program which is published in any mass media, marketing or advertising materials. All accessories or equipment that are featured together with the items in any of the mass media, marketing or advertising materials are for decorative purposes only, and do not form part of the items offered to Cardmembers.
35. UOB Malaysia 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 the Cardmember's and/or any third party resulting directly or indirectly from this Program unless it is due to UOB Malaysia's gross negligence or wilful misconduct specifically related to this Program.
36. 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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