

**UOB YOLO CREDIT CARD
TERMS & CONDITIONS**

Effective 1 March 2021

These terms and conditions ("Terms and Conditions") shall apply to UOB YOLO Card ("the Card") issued by United Overseas Bank (Malaysia) Bhd (271809-K) ("UOB Malaysia") to the Cardmember and are to be read together with the UOB Malaysia VISA/MASTERCARD Cardmember Agreement ("Cardmember Agreement")

For the avoidance of doubt, "Cardmember" shall mean both the principal and supplementary cardmember.

Unless defined differently in these Terms and Conditions, words and expressions used in these Terms and Conditions will hold the same meaning as in the Cardmember Agreement.

UOB Malaysia reserves the right 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 Cardmembers. The benefits and privileges described below may be amended, supplemented or revoked by UOB Malaysia, with prior notice at any time.

UOB YOLO Card Cash Back Programme ("Programme")

1. UOB YOLO Card ("Card") comes with the feature of awarding 5% Cash Back on Online Spend, Dining Spend, and Contactless Spend on all days ("Cash Back").
2. Subject to Clause 17, the Online Spend shall include all online transactions made using the Card.
3. Subject to Clause 17, Contactless Spend shall include all Visa Contactless transactions made at merchant's point-of-sale (POS) using the Card.
4. The Dining Spend shall include all transactions made using the Card at participating dining merchants under the following Merchant Category Codes ("MCC"):

Spend Category	Merchant Category Code (MCC)	Description
Dining	5811	Caterers
	5812	Eating Places & Restaurants
	5813	Drinking Places – Bars / Taverns/ Lounges / Discos
	5814	Fast Food Restaurants

The MCC and the transactions classified under it are assigned by Visa. If a Card transaction is not classified under any of the MCC above, such transaction will not be eligible for the Cash Back.

5. To be eligible for the Cash Back, Cardmembers are required to satisfy the two (2) criteria as follows:
 - a) Perform a minimum of five (5) transactions every month (“Total Number of Transactions”) using the Card (which should include either an Online Spend, Dining Spend, and/or Contactless Spend). The Minimum Number of Transactions is tracked based on the transaction authorization date captured by UOB Malaysia’s system for that respective calendar month.
 - b) The minimum spend for each of the Total Number of Transactions shall be RM15.
6. Subject to Clause 16, the Total Number of Transactions is inclusive of the collective spend of both principal and supplementary Cardmember charged to the Card. For the avoidance of doubt, only the principal Cardmember is entitled to the Cash Back.
7. Notwithstanding Clause 1 above, the total Cash Back awarded for Online Spend, Dining Spend and Contactless Spend categories for both principal and supplementary Card combined is capped at maximum of RM30 per month.
8. For newly approved Cards, the requirements stated in clause 5 must be fulfilled within the first calendar month. In the event that the qualifying period is less than one month, the requirements still apply.
9. For the avoidance of doubt, the Cash Back amount will be rounded up to the nearest cent.
10. The total Cash Back payout is RM120,000 per calendar month which will be awarded on a first come, first serve basis. UOB Malaysia does not have any obligation to inform the Cardmembers should the Cash Back payout reach the maximum payout limit.
11. The total Cash Back payout amount will be reviewed on a quarterly basis and will be adjusted accordingly if deemed necessary.
12. UOB Malaysia may amend and/or vary the Total Number of Transactions, the minimum spend for each of the transaction and the Cash Back payout amount, with prior notice.
13. The monthly Cash Back earned in a calendar month will be credited to the Cardmember’s Credit Card Account by the last day of the following month.
14. For the avoidance of doubt, only one (1) transaction performed at the same participating merchant within the same day will be taken into calculation of the Total Number of Transactions. If there is more than one (1) transaction, the highest spend will be taken into computation of the Cash Back.
15. Any accumulated Cash Back including Cash Back pending credit into the Cardmember’s Credit Card Account shall immediately cease to be valid upon the occurrence of any one of the following:
 - a) Any cancellation of the Card;
 - b) Any conversion of the Card to any other UOB Malaysia Credit Cards;
 - c) The Credit Card Account becomes delinquent, terminated or suspended for whatever reason;
 - d) The Cardmember breaches any of these Terms and Conditions or the terms and conditions in the Cardmember Agreement;

- e) The Cardmember is deceased or commits an act of bankruptcy or allows a judgment to remain against him/her for more than twenty-one (21) days; or
- f) The financial position of the Cardmember is or has become unsound and UOB Malaysia is of the view that the Cardmember's ability to fulfill these Terms and Conditions or the terms and conditions in the Cardmembers Agreement is or has become impaired.

Exclusions

16. The following transactions shall **not** be included in the Total Number of Transactions:

- a) Balance Transfer;
- b) Cash Advance;
- c) Flexi-Credit Plans;
- d) Credit Shield;
- e) Easi-Payment Plan purchases;
- f) Refunded, disputed, unauthorized or fraudulent retail transactions;
- g) Payment of annual card membership fees, interest payments, late payment fees, charges for cash withdrawals, goods and services tax and any other form of taxes/ service/ miscellaneous fees using the Card; and
- h) Such other transactions as UOB Malaysia may determine from time to time.

17. The Cash Back under this Programme shall **not** be awarded for the following transactions:

- a) Balance Transfer;
- b) Cash Advance;
- c) Flexi-Credit Plans;
- d) Credit Shield;
- e) Easi-Payment Plan purchases;
- f) Refunded, disputed, unauthorized or fraudulent retail transactions;
- g) Government transactions:
 - i. Alimony and child support;
 - ii. Fines by Court, government, state authorities or local authorities;
 - iii. Bail or bond payments;
 - iv. Payment of taxes to government; and
 - v. Payment to any government departments.
- h) Alimony and child support;
- i) Financial services transactions (e.g. transactions made to other financial institutions, transferring of value to a stored value card, purchases of other financial products, etc.);
- j) Charity bodies;
- k) Petrol transactions;
- l) Utility transactions;
- m) JomPay transactions;
- n) Telecommunication transactions;
- o) Insurance transactions;
- p) Payment of annual card membership fees, interest payments, late payment fees, charges for cash withdrawals, goods and services tax and any other form of taxes/service/miscellaneous fees using the Card; and
- q) Such other transactions as UOB Malaysia may determine from time to time.

18. Without prejudice to the generality of the foregoing, in the event that the Cash Back under this Programme is awarded to and received by person(s) who has committed or is suspected of committing any fraudulent or wrongful acts in relation to the use of the Card and/or any

transaction using the Card, UOB Malaysia reserves the right to disqualify such person(s) from earning or using the Cash Back.

General Terms and Conditions

19. By participating in the respective Programme, 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.
20. If there is any inconsistency between these terms and conditions and the Cardmember Agreement, these terms and conditions will prevail for all matters in connection with the respective Programme herein.
21. UOB Malaysia shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the Cardmembers resulting directly or indirectly by the Cardmembers' participation in the respective Programme unless it arises from UOB Malaysia's gross negligence or willful misconduct specifically related to the Programme herein.
22. UOB Malaysia's decisions on all matters relating to the respective Programme herein, including the determination of Cash Back and categories for Cash Back shall be final, conclusive and binding upon all Cardmembers. No appeals and/or correspondence from any Cardmember or any third party will be entertained.
23. UOB Malaysia shall not be responsible for any failure or delay in transmission of sales transactions by merchant establishments, postal or telecommunication authorities or any party which may result in the Cardmembers failing to be entitled to the Cash Back.
24. UOB Malaysia reserves the right to add, delete, suspend and/or vary these terms and conditions, from time to time, wholly or in part, by providing twenty-one (21) days' prior notice to the Cardmembers via 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 determined by UOB Malaysia from time to time.
25. UOB Malaysia reserves the right to cancel, terminate or suspend the respective Programme in whole or in part, at any time with prior notice. For the avoidance of doubt, cancellation, termination or suspension by UOB Malaysia of the respective 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, unless it arises from UOB Malaysia's gross negligence or willful misconduct specifically related to this Programme.
26. Cardmembers are eligible to participate in the Programme provided that the Cardmembers have not defaulted on any terms and conditions of the Cardmember Agreement.
27. 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.