

UOB Flexi Credit Plan

TERMS AND CONDITIONS

Effective 17 July 2023

General

These terms and conditions ("Terms and Conditions") shall govern the UOB Flexi Credit Plan ("Program") offered by United Overseas Bank (Malaysia) Bhd (Company Reg No.199301017069 (271809-K)) ("UOB Malaysia") and these Terms and Conditions shall be read together with the UOB Visa/Mastercard Cardmember Agreement ("Cardmember Agreement").

By participating in the Program, Cardmembers agree to be bound by these terms and conditions 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 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.

UOB Flexi Credit Plan Program

Eligibility

1. The Program is offered to all new and existing Cardmembers whose account(s) are current with sufficient available Credit Limit, valid, subsisting and in good credit standing as may be determined by UOB Malaysia and not in breach of the Cardmember Agreement ("Eligible Cardmembers").
2. The following are not eligible for the Program:-
 - 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; and/or
 - iii. Cardmembers whose Card accounts(s) with UOB Malaysia are delinquent or unsatisfactorily conducted as determined by UOB Malaysia; and/or
 - iv. Cardmembers who are or become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.
3. When a Cardmember applies for the Program, Cardmember will be deemed to have read and accepted the terms and conditions in this Terms and Conditions.

Feature of the Program

4. The Program allows Cardmembers to drawdown an amount from his/her Credit Card Account(s) in the form of a cash advance. That cash amount can be provided to you in form of an electronic transfer to your nominated bank account subject to a cash advance fee. Cardmembers then repay that amount and interest relating to it over number of fixed monthly instalments.

Application

5. Cardmembers may apply for the Program by:
 - i. making a verbal application to UOB Malaysia's telemarketing team; or
 - ii. applying with an application form and submitting the form to our Direct Sales Team who may be situated at mobile roadshows nationwide; or
 - iii. applying with an application form and submitting the form to our branch officers located at UOB branches nationwide; or

- iv. any other form we prescribe to make such an Application.
6. UOB Malaysia reserves the right to approve or reject the Application and to determine the amount permissible to be drawdown ("FCP Amount").
7. Eligible Cardmembers may apply for the Program for an amount of up to 80% of Credit Limit of his/her Credit Card Account(s) provided that the amount does not at any one time exceed the Credit Limit ("Application").
8. Cardmembers can submit more than one (1) Application with minimum amount of RM1,000 per Application. The minimum amount may be varied at any time by UOB Malaysia giving adequate prior written notice on the change.
9. Upon approval of this Application under the Program, the FCP Amount shall be subject to the agreed flat interest rate ("FCP Interest Rate") during the tenure of the Flexi Credit Plan ("FCP Tenure")
10. Upon approval, the FCP Amount will be credited based on your instructions provided in Application (regardless of channel) through:-
 - i. Inter-Bank Giro ("IBG") transfer into the Cardmember's savings or current account maintained with a licensed bank in Malaysia;
 - ii. Internal transfer to Cardmember's savings or current account maintained in UOB Malaysia.
11. Upon approval of the Application, the corresponding amount of the Cardmember's Credit Limit will be reserved for this purpose, and the available Credit Limit balance will be reduced accordingly. UOB Malaysia will not be liable to the Cardmember for any transactions rejected by merchants because of a resulting insufficient Credit Limit. The Credit Limit will be restored progressively in accordance with FCP Amount approved that has been repaid.
12. For each Cardmember, the effective date of the Program ("Program Effective Date") shall be subject to the disbursement date of the FCP Amount in accordance to their respective Application.
13. The Cardmember is liable to pay for 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 anybody 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.
14. The Cardmember consents and agrees that any or other 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.
15. Unless we state otherwise, a non-refundable Cash Advance fee is payable for the booking of FCP Amount of below RM10,000. This non-refundable fee for the Program (or such other amount we determine for each Application) will be reflected in the next immediate monthly statement.
16. Unless stated otherwise, UNIRinggit Rewards or any form of rewards point(s) and/ or cash back will not be awarded under this Program.

Repayment

17. The sum of the FCP Amount and FCP Interest due will be billed to the Cardmember's Credit Card Account in the Statement of Account immediately following approval of the Application for the Program.
18. If the instalment amount is not paid in full on the Payment Due Date, the account will turn delinquent and the Finance Charge of up to 1.5% per month or up to 18% per annum or the prevailing regulated

interest rate will be charged on the balance instalment remaining unpaid on the due date in accordance with the Cardmember Agreement until the instalment amount is settled in full.

19. The Program shall be repaid in equal monthly instalments (“FCP Monthly Instalment”) over the FCP Tenure. The FCP Monthly Instalment will be billed to your Credit Card Account and reflected in your monthly statement of account and be payable by you in accordance with the relevant terms and conditions.
20. FCP Interest is computed based on the agreed FCP Interest Rate on a straight-line repayment method basis where the principal and interest component charged to the Cardmember every month is the same across the FCP Tenure.

Illustration of FCP Interest on straight-line repayment method:-

Cardmember chooses FCP Amount of RM10,000 for a 12-months tenure with a corresponding flat interest rate of 9.20% per annum on 17th July 2023. Under this Program, the FCP Monthly Instalment payable over 12 months will be RM910.00 and the total repayment amount at the end of 12 months will be RM10,920.00.

| MONTH | Outstanding Principal | Principal Repayment | Interest Repayment | FCP Monthly Instalment |
|--------------|-----------------------|---------------------|--------------------|------------------------|
| 1 | 10,000.00 | 833.33 | 76.67 | 910.00 |
| 2 | 9,166.67 | 833.33 | 76.67 | 910.00 |
| 3 | 8,333.33 | 833.33 | 76.67 | 910.00 |
| 4 | 7,500.00 | 833.33 | 76.67 | 910.00 |
| 5 | 6,666.67 | 833.33 | 76.67 | 910.00 |
| 6 | 5,833.33 | 833.33 | 76.67 | 910.00 |
| 7 | 5,000.00 | 833.33 | 76.67 | 910.00 |
| 8 | 4,166.67 | 833.33 | 76.67 | 910.00 |
| 9 | 3,333.33 | 833.33 | 76.67 | 910.00 |
| 10 | 2,500.00 | 833.33 | 76.67 | 910.00 |
| 11 | 1,666.67 | 833.33 | 76.67 | 910.00 |
| 12 | 833.33 | 833.33 | 76.67 | 910.00 |
| Total | | 10,000.00 | 920.00 | 10,920.00 |

21. The first monthly instalment of the Program is immediately billed to the Cardmember’s Credit Card Account(s) on the Program Effective Date.
22. The FCP Tenure and/or the FCP Monthly Instalment cannot be varied without UOB Malaysia’s consent and are subject to approval.
23. The first and subsequent FCP Monthly Instalments form part of the Minimum Payment Due which must be settled by the Cardmember on or before Payment Due Date.
24. If the Cardmember do not repay the Credit Card Account(s) statement balance in full, the FCP Monthly Instalment billed to the Credit Card Account(s) will be subjected to Finance Charges of up to 1.5% per month or up to 18% per annum or the prevailing regulated interest rate at the applicable rate from the billing date until the FCP Monthly Instalment is paid.
25. Any pre-payment or excess payment will not reduce the outstanding principal or the subsequent FCP Monthly Instalment and will only be treated by the UOB Malaysia as advance payment.

26. Upon the expiry of the FCP Tenure, any outstanding balance will also be subject to Finance Charge of up to 1.5% per month or up to 18% per annum or the prevailing regulated interest rate will take into effect until the date of full repayment.

Early Termination or Cancellation

27. The Cardmember can cancel his/her participation in the Program subject to UOB Malaysia's receipt of a written or verbal notice from Cardmembers. Cardmembers have to provide notice via the followings:
- i. mail 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).
28. An amount equivalent of up to 5% of outstanding principal (as at the date of early termination or cancellation) ("Early Termination Penalty") will be immediately charged if any of the following occurs:
- i. The Cardmember terminates or discontinues the Program by making full payment prior to the expiry of FCP Tenure; or
 - ii. The Cardmember cancels the Credit Card Account prior to the expiry of the FCP Tenure; or
 - iii. UOB Malaysia terminates or closes the Cardmember's Credit Card Account.
29. In the event of an early settlement, there will be no refund of the FCP Interest charged.
30. Upon closure of the Credit Card Account, this Program shall immediately terminate and the Cardmembers are liable to settle in full all the outstanding balance and fee charges imposed by UOB Malaysia under this Program.
31. In addition, upon the occurrence of any one or more of the following events:
- i. Breach of any of these Terms and Conditions;
 - ii. An event of default under the Cardmember Agreement;
 - iii. Delay or failure to pay any sums due under this Program;
 - iv. Failure to pay on the Payment Due Date any money or to discharge any obligation or liability payable by the Cardmembers from time to time to UOB Malaysia under any agreement with UOB Malaysia or under any banking/credit facilities;
 - v. The Credit Card is terminated or the Credit Card Account is closed/suspended for any reason whatsoever;
 - vi. 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 under the Program shall immediately be due and payable and shall bear Finance Charges of up to 1.5% per month or up to 18% per annum or the prevailing regulated interest rate in accordance with the Cardmember Agreement. Such default 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.
32. In the event of four (4) or more consecutive instalment default payments, you must immediately pay to UOB Malaysia all monies due and owing under the Program (including any Finance Charges, and total unbilled principal and all other monies due under the Program).

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34. Cardmembers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that the Cardmembers do not understand.
35. 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.
36. 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.
37. UOB Malaysia reserves the right to cancel, terminate, withdraw, add, delete, suspend, extend or vary these terms and conditions (including varying such rate, tenure, manner and time of payment and/or modes of computation in any manner) from time to time, wholly or in part, by providing no less than twenty-one (21) days prior written notice (where such requirement is necessary) 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.
38. To the fullest extent permitted by law, 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.
39. 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.
40. To the fullest extent permitted by law, 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.
41. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.

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