

**TERMS AND CONDITIONS GOVERNING UNITED OVERSEAS BANK LIMITED (“UOB”) UNIONPAY CREDIT CARD**

This document sets out the general terms and conditions governing the UOB UnionPay Credit Card issued by us which we may provide to you from time to time. These terms and conditions are binding on you therefore it is important that you read and understand this document. By applying for or using the UOB UnionPay Credit Card, you commit yourself to comply with all of the terms and conditions set out herein (“**these Terms**”). You are deemed to have already read, understood and accepted every Term.

These Terms supplement, are additional to and are to be read together with:-

- (a) our UOB Cardmembers Agreement; and
- (b) the terms and conditions of other document or agreement governing your relationship with us.

(a) and (b) are collectively known as the “**Other Terms**”

If there is any conflict or inconsistency between these Terms and the Other Terms, these Terms shall prevail over the Other Terms to the extent necessary to give effect to these Terms. Please visit [uob.com.sg](http://uob.com.sg) for full details.

Unless the context otherwise requires or these Terms expressly provide otherwise, all words and expressions defined in the prevailing UOB Cardmembers Agreement shall have the same meanings when used or referred to below.

**Definitions**

The following terms shall have the following meanings when used in these Terms:

“**Card**” means the UOB UnionPay Credit Card.

“**Card Account**” means any account in respect of the Card.

“**Cardmember**” means UOB UnionPay Credit Cardmembers.

“**Card Transaction(s)**” means any retail transaction(s) (whether in Singapore or overseas) successfully carried out on and charged to the Card Account by the Cardmember, and which is successfully captured or posted on UOB’s systems, and excludes the Exclusions (as defined in Clause 3).

“**we / us / our / ourselves / the Bank / UOB**” means United Overseas Bank Limited and shall include its successors and assigns.

“**you / yourself**” refers to you (whether alone or jointly with another person/persons), a Cardmember.

**UOB UNIONPAY CARD****1. 2% Cashback**

1.1 Cash Transactions are eligible to receive a 2% cashback (“**Cashback**”).

- 1.2 The Cashback is calculated on a monthly basis, in Singapore Dollars, as 2% of the total amount of Cash Transactions charged to the Card Account in a calendar month.
- 1.3 The Cashback earned in a calendar month will be credited into your Card Account on the first working day of the next calendar month.
- 1.4 The Cashback is capped at a maximum of Singapore Dollars Fifty Dollars (S\$50) per calendar month, for each principal Cardmember's Card Account.
- 1.5 For the avoidance of doubt, the Card Transactions incurred by a supplementary Cardmember shall accrue to the respective principal Cardmember and form part of the Card Transactions which are eligible to receive the Cashback to be credited to the principal Cardmember's Card Account.
- 1.6 For the purposes of determining the amount of the Cashback, the Card Transactions made in foreign currencies will be converted to Singapore dollars based on UOB's then prevailing exchange rate on the date of conversion.
- 1.7 Adjustments will be made to the Cashback if there is any unposted, voided, cancelled, disputed and/or reversed Card Transactions including those arising from returned goods or services, billing disputes, or any other reason at our discretion.
- 1.8 We reserve the right to reject any request for and appeals against Cashback adjustments in our sole and absolute discretion without assigning any reason therefor and is not obliged to enter into any correspondence with you concerning such adjustments.
- 1.9 We reserve the right at our sole and absolute discretion to determine, vary, or amend the eligible Card Transactions, the Cashback earned and/or to be credited, without giving any reason or prior notice or assuming any liability to you.
- 1.10 If we determine at our discretion that you are not eligible to receive the Cashback, then we may forfeit the award of the Cashback; or if already awarded, deduct from the Card Account and/or any of your accounts with us, and/or reclaim from you, the Cashback awarded. No person shall be entitled to any payment or compensation from us should we exercise our discretion as stated in this clause.
- 1.11 The Cashback awarded is not transferable and not exchangeable for cash, credit, goods and services, products, privileges or other kind in full or in part.

### **3. Exclusions**

- 3.1 The following transactions are not deemed as Card Transactions and do not qualify to earn any Cashback (collectively referred to as the "**Exclusions**"):-
  - (a) any cash advances;
  - (b) any late payment charges or interest charges on any Card;
  - (c) any fees payable to UOB (or any other third party) for transfer of any debit balance on any other credit card to a Card;
  - (d) any amounts approved under the UOB Payment Facility and any associated fees or charges (w.e.f. 19 June 2023);
  - (e) any other interest, fees and charges (including without limitation, cash advance, annual or monthly fees or charges) imposed by UOB from time to time;

- (f) balance and/or funds transfers to or from the Card Account;
- (g) any Card Transaction that was subsequently cancelled, voided or reversed for any reason;
- (h) any other transactions as may be prescribed by UOB from time to time without any prior notice or giving any reason or being liable to any party;
- (i) any payments made to government institutions and services (for example, court costs, fines, bail and bond payments, tax payment, postal services, intra-government purchases and any other government services not classified here);
- (j) any payment made to charitable/religious organizations;
- (k) any payment made to education institutions;
- (l) any payment made to Member Financial Institution – Merchandise and Services, Securities – Brokers and Dealers, Stored Value Card Purchase/Load, Betting/Track/Casino/Lotto and Political Organizations;
- (m) selected transactions such as insurance payments, Grab mobile wallet top-ups, wire transfers, payments to Non-Financial Institutions, quasi-cash and more;
- (n) transactions involving payments to hospitals, automobile parking lots and garages (with effect from 1 Feb 2021);
- (o) Utilities (with effect from 1 Aug 2022);
- (p) any payment of funds to any prepaid accounts including without limitation:-
  - (i) top-ups made for any prepaid card; and
  - (ii) payment of funds to any of the following prepaid accounts:

• AMAZE* TRANSIT*	• NETSFLASHPAY*	• Saxo Cap Mkts Pts Ltd
• AXS*	• MB * MONEYBOOKERS.COM	• SINGPOST - SAM
• AXS Payment*	• OANDA ASIA PAC	• SKR*PLUS500CY LTD
• BUS/MRT*	• OANDAASIAPA	• SKR*SKRILL.COM
• CITY INDEX*	• PAYPAL * PLUS500	• SMOOVE PAY
• EZ LINK*	• PAYPAL * PLUS500.COM	• SP Digital*
• EZ LINK PTE LTD (FEVO)	• PAYPAL * BIZCONSULTA	• SP Services*
• EZ-LINK*	• PAYPAL * OANDAASIAPA	• TRANSIT*
• EZLINK*	• PAYPAL * CAPITALROYA	• TRANSIT LINK*
• EZLINKS*	• PLUS500	• TRANSITLINK*
• EZLINKS.COM	• PLUS500CY LTD	• WWW.IGMARKETS.COM.SG
• FLASHPAY*	• PLUS500UK LIMITED	• WWW.MYEZLINK.COM.SG
• FLASHPAY ATU*	• RWS-LEVY	• WWW.PLUS500.CO.UK
• IPAYMY*	• Razer Pay	• TL-ABT*

3.2 We reserve the right at our sole and absolute discretion to determine, vary, or amend the above list of Exclusions, without giving any reason or prior notice or assuming any liability to you.

3.3 For the avoidance of doubt, any Cashback earned cannot be used to offset or to settle any Exclusions.

#### 4. **General Conditions**

4.1 No UNI\$ will be awarded for all transactions incurred on the Card.

- 4.2 You are not entitled to the Cashback, benefit and/or privileges stated herein if:-
- (a) your Card Account is suspended, cancelled, closed or terminated;
  - (b) your Card Account is not active, valid, subsisting or in good standing or which, in our opinion, is delinquent or has been unsatisfactorily conducted; or
  - (c) you are mentally unsound, facing legal incapacity or is incapable of handling your affairs, passed away, are declared a bankrupt or any legal proceeding (or any threat) of any nature is instituted against you. (each an “**Event**” and collectively, the “**Events**”)

Should any of the above Events occur:

- (i) before the Cashback is awarded into such Card Account, then such Cashback shall be forfeited; or
- (ii) after the Cashback is awarded into such Card Account, then we are entitled to deduct from the Card Account and/or any of your accounts with us, or reclaim from you, the amount of the Cashback awarded, and you shall not be entitled to any compensation or payment whatsoever.

- 4.3 We shall not be responsible or liable for:-

- (a) any failure or delay in the transmission or receipt of evidence of sale transactions by UnionPay International, acquiring merchants, merchant establishments, postal or telecommunication authorities, service providers or any other parties which may result in a charge incurred or transaction made by you being omitted from being posted to your Card Account and/or captured in our system during the spending or qualifying or eligibility period or which may affect your eligibility to qualify for any of the benefits and/or privileges stated herein;
- (b) any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under these Terms, due directly or indirectly to the failure of the merchant establishments, merchant acquirer, telecommunication authorities or service provider, any machine or communication or computer system, industrial dispute, war, Act of God, and/or anything outside our control.

4.4 We are not an agent of any merchant and as such, any dispute about the quality or service standard of the goods and services offered by any merchant must be resolved directly with them respectively. We assume no liability or responsibility in any manner whatsoever for the acts or defaults of any merchant or defects in the goods and services offered by them, or for any injuries, loss damage, costs or expenses in connection with or arising out of the redemption or usage of the goods and services offered by any merchant.

4.5 Our decision on all matters relating to the Card, and on all matters pertaining to the cashback, award, benefits and privileges conferred by the use of the Card shall be final, conclusive and binding on you. We reserve the right at any time, and from time to time in our discretion to withdraw, cancel or vary the cashback, award, benefits and privileges conferred by the use of the Card without having to disclose any reason therefor, and you shall not be entitled to any payment or compensation whatsoever.

- 4.6 We reserve the right, at our sole and absolute discretion and at any time and from time to time and without giving prior notice or any reason, to vary, amend, add or delete any of these Terms (collectively, “**Changes**”) without assuming any liability to any person. The Changes will take effect from the date specified in a notice given in accordance with our usual practice. Cardmembers who continue to use the Card after the Changes take effect shall be deemed to have accepted the Changes without reservation.
- 4.7 The prevailing terms and conditions under the prevailing UOB Cardmembers Agreement (“Standard Terms”) (available at [uob.com.sg/personal/cards/credit/tnc.html](http://uob.com.sg/personal/cards/credit/tnc.html)) will apply and continue to be binding on you and you agree to be bound by the Standard Terms. Please visit [uob.com.sg](http://uob.com.sg) for full details. In the event of any inconsistency between these Terms and the Standard Terms, these Terms shall prevail to the extent of such inconsistency.
- 4.8 In the event of any inconsistency between the Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Card’s benefits, the Terms shall prevail.
- 4.9 While all the information provided herein is believed to be reliable at the time and date of printing, we make no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 4.10 These Terms shall be interpreted, construed and governed by the laws of Singapore and you hereby submit to the exclusive jurisdiction of the Singapore Courts.
- 4.11 A person who is not a party to these Terms and/or any agreement governed by these Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of such agreement or any of these Terms.
- 4.12 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

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