

Revisions to UOB UnionPay Card programme

Please be informed that there will be revisions to the UOB UnionPay Card* programme with effect from 25 May 2017.

Existing UOB UnionPay Card benefit will be revised and replaced with the following:

2% cash rebate on all spend.

Thank you for using UOB UnionPay Card.

*Full terms and conditions governing the UOB UnionPay Card apply. Please see below for details.

Terms and Conditions Governing UOB UnionPay Card:

The Terms and Conditions herein (these “**Terms**”) govern the UOB UnionPay Card issued by United Overseas Bank Limited (“**UOB**”) in Singapore. Cardmembers are deemed to have accepted these Terms upon receipt or acceptance of or signing on or each use of the UOB UnionPay Card.

1. Definitions

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

“**Card**” refers to UOB UnionPay Card issued by UOB in Singapore.

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

“**Cardmember**” means each or any principal cardmember or supplementary cardmember of the Card Account.

“**Card Transaction**” means any retail transaction (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).

“**United Overseas Bank Limited**” or “**UOB**” means United Overseas Bank Limited and shall include its successors and assigns.

Capitalised terms not defined herein will have the same meaning as ascribed in the UOB Cardmembers Agreement.

2. 2% Cash Rebate

- 2.1 Cash Transactions are eligible to receive a 2% cash rebate (“**Cash Rebate**”).
- 2.2 The Cash Rebate 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.
- 2.3 The Cash Rebate earned in a calendar month will be credited into the principal Cardmember’s Card Account on the first working day of the next calendar month.
- 2.4 The Cash Rebate is capped at a maximum of Singapore Dollars Fifty Dollars (S\$50) per calendar month, for each principal Cardmember’s Card Account.
- 2.5 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 Cash Rebate to be credited to the principal Cardmember’s Card Account.
- 2.6 For the purposes of determining the amount of the Cash Rebate, 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.
- 2.7 Adjustments will be made to the Cash Rebate 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 the discretion of UOB.

- 2.8 UOB reserves the right to reject any request for and appeals against Cash Rebate adjustments in its sole and absolute discretion without assigning any reason therefor and is not obliged to enter into any correspondence with any Cardmember concerning such adjustments.
- 2.9 UOB reserves the right at its sole and absolute discretion to determine, vary, or amend the eligible Card Transactions, the Cash Rebate earned and/or to be credited, without giving any reason or prior notice or assuming any liability to any Cardmember.
- 2.10 If UOB determines at its discretion that the Cardmember is not eligible to receive the Cash Rebate, then UOB may forfeit the award of the Cash Rebate; or if already awarded, deduct from the Card Account and/or any of the Cardmember's accounts with UOB, and/or reclaim from the Cardmember, the Cash Rebate awarded. No person shall be entitled to any payment or compensation from UOB should UOB exercise its discretion as stated in this clause.
- 2.11 The Cash Rebate 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 Cash Rebate (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 other interest, fees and charges (including without limitation, cash advance, annual or monthly fees or charges) imposed by UOB from time to time;
- (e) balance and/or funds transfers to or from the Card Account;
- (f) any Card Transaction that was subsequently cancelled, voided or reversed for any reason;
- (g) 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;
- (h) 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:

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| • EZ LINK PTE LTD | • FLASHPAY ATU |
| • EZ LINK PTE LTD (FEVO) | • MB * MONEYBOOKERS.COM |
| • EZ-LINK PTE LTD EZ-RELOAD | • OANDAASIAPA |
| • EZ-LINK PTE LTD SINGAPORE | • OANDA ASIA PAC |
| • EZ-LINK TOP-UP KIOSK | • PAYPAL * BIZCONSULTA |
| • EZ-LINK (IMAGINE | • PAYPAL * OANDAASIAPA |
| • EZ-LINK (IMAGINE CARD) | • PAYPAL * CAPITALROYA |
| • EZ-LINK EZ-RELOAD (ATU) | • Saxo Cap Mkts Pts Ltd |
| • EZ-LINK EZ-RELOAD (ATU) | • SKR*SKRILL.COM |
| • EZ-LINK EZ-RELOAD (REG | • TRANSITLINK* |
| • EZ-LINK EZ-RELOAD (REG) | • TRANSIT LINK* |
| • EZLINK* | • TRANSIT LINK PL |
| • EZLINKS.COM | • TRANSIT |
| | • WWW.IGMARKETS.COM.SG |

- 3.2 UOB reserves the right at its 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 any Cardmember.
- 3.3 For the avoidance of doubt, any Cash Rebate 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 A Cardmember is not entitled to the Cash Rebates, benefit and/or privileges stated herein if:-

- (a) his/her Card Account is suspended, cancelled, closed or terminated;
- (b) his/her Card Account is not active, valid, subsisting or in good standing or which, in UOB's opinion, is delinquent or has been unsatisfactorily conducted; or
- (c) he/she is mentally unsound, facing legal incapacity or is incapable of handling their affairs, passes away, is declared a bankrupt or any legal proceeding (or any threat) of any nature is instituted against his/her.

(each an “**Event**” and collectively, the “**Events**”)

Should any of the above Events occur:

- (i) before the Cash Rebate is awarded into such Card Account, then such Cash Rebate shall be forfeited; or
- (ii) after the Cash Rebate is awarded into such Card Account, then UOB is entitled to deduct from the Card Account and/or any of the Cardmember's accounts with UOB, or reclaim from the Cardmember, the amount of the Cash Rebate awarded,

and the Cardmember shall not be entitled to any compensation or payment whatsoever.

- 4.3 UOB 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 the Cardmember being omitted from being posted to the Cardmember's Card Account and/or captured in UOB's system during the spending or qualifying or eligibility period or which may affect any Cardmember's 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 the control of UOB.
- 4.4 UOB is 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. UOB assumes 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 UOB's decision on all matters relating to the Card, and on all matters pertaining to the cash rebate, award, benefits and privileges conferred by the use of the Card shall be final, conclusive and binding on Cardmembers. UOB reserves the right at any time, and from time to time in its discretion to withdraw, cancel or vary the cash rebate, award, benefits and privileges conferred by the use of the Card without having to disclose any reason therefor, and the Cardmember shall not be entitled to any payment or compensation whatsoever.
- 4.6 UOB reserves the right, at its 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 UOB's 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) will apply and continue to be binding on all Cardmembers and Cardmembers agree to be bound by the Standard Terms. Please visit 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, UOB 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 Cardmembers 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.