

SPECIFIC TERMS FOR TMRW CREDIT CARD

1. General

1.1 By applying for or using the TMRW Credit Card (the “**Card**”) you are deemed to have read, understood and accepted these Terms and Conditions (these “**Terms**”).

1.2 These Terms supplement and are to be read together with the following:

(a) General Terms and Conditions Governing Accounts, Cards, and Services for UOB TMRW and Personal Internet Banking (“**General Terms**”);

(b) the terms and conditions of any other document or agreement governing your relationship with us.

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

1.3 Words and expressions defined in the General Terms shall, unless otherwise defined in these Terms, have the same meaning in these Terms.

1.4 The Terms and Other Terms apply to your use of the Card, as well as any services we provide you in relation to the Card.

1.5 These Terms will prevail over the Other Terms if there is any inconsistency to the extent necessary to give effect to these Terms.

2. Card Features

2.1 The Card comes with 2% cashback on the following categories of transactions:

(a) Fashion and Cosmetics transactions;

(b) Entertainment transactions; and

(c) Convenient Store transactions,

as shown at Section 1 of Annex A of these Terms (“**Default Cashback Categories**”)

2.2 The Card also comes with 1% cashback on all other transactions other than Default Cashback Category transactions and Excluded Categories transactions (as defined below).

2.3 We may change the Default Cashback Categories and corresponding cashback percentage from time to time and notify the change in compliance with the requirements under the Applicable Law.

2.4 We may offer personalised Privilege Schemes on your Card from time to time.

3. Additional Features for TMRW Account Holders

Note: These additional features apply if you have a TMRW Account. This section is to be read together with the Specific Terms for TMRW Account and TMRW Debit Card.

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3.1 If you have a TMRW Account, and you fulfil the following conditions within the same month, we may allow you to select any 3 categories in Sections 1 and 2 of Annex A of these Terms to earn 3% cashback in the following month ("**Selected Cashback Categories**"):

(a) Perform 2 outgoing funds transfer transactions from your TMRW Everyday Account to any account other than your TMRW Savings Account via our Digital Services and/or ATM; and

(b) Perform 2 bill payments from your TMRW Everyday Account via our Digital Services and/or ATM.

Except that any transactions performed on a non-business day or after a specified clearance or cut-off time at the end of a month may be treated as a transaction performed on the next business day in the following month.

3.2 However, if you no longer fulfil the above conditions set by us in the following month, the Selected Cashback Categories and corresponding 3% cashback for the month thereafter will revert to the Default Cashback Categories and corresponding 2% cashback. We may change the conditions from time to time and will notify you before the change become effective in accordance with the requirements under the Applicable Law.

3.3 Where we have allowed you to choose the Selected Cashback Categories:

(a) you may only do so once per calendar month;

(b) the Default Cashback Categories will no longer apply; and

(c) you will earn 1% cashback on all other Card transactions other than Selected Cashback Categories transactions and Excluded Categories transactions.

4. Cashback

4.1 Cashback will be computed based on the date on which the relevant transactions are posted in our systems and tabulated at the end of each calendar month. The cashback will be posted to your Card account on the second business day of the following month.

4.2 The determination of cashback awarded is at our discretion, and we may vary the cashback percentage rate(s) at any time. In such case, we will notify you before the change become effective in accordance with the requirements under the Applicable Law.

4.3 The amount of cashback which may be awarded for each Default Cashback Category or Selected Cashback Category, as the case may be, is capped at THB 300 per each category and each calendar month.

4.4 The total amount of cashback which may be awarded for your Card is capped at THB 2,000 each calendar month.

4.5 Cashback awarded cannot be:

(a) converted to or exchanged for cash;

(b) transferred or paid to any person in any manner; or

(c) used to settle or pay any other liability of any person whatsoever.

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4.6 The cashback posted to your Card account in a given card billing cycle cannot be used to offset the minimum payment amount for the Card statement in that billing cycle.

4.7 We may forfeit any cashback awarded if any transaction is reversed. No payment or compensation whatsoever shall be made for any forfeited cashback. If a transaction is reversed after cashback for that transaction has been awarded and utilised, we will charge that cashback to your Card account.

5. Exclusions

5.1 Cashback will not be awarded in respect of the following types of transactions:

- (a) any gas station category (MCC 5541 and 5542);
 - (b) any insurance payment category (MCC 5960 and 6300);
 - (c) any money exchange category (MCC 6012 and 6051);
 - (d) any mutual fund category (MCC 6211);
 - (e) any cash advances (MCC 6010 and 6011);
 - (f) any transactions occurred in Thai Baht at overseas merchants including any merchants or online merchants registered outside Thailand. And any transactions occurred at Makro department, store channel.
 - (g) any late payment charges or interest charges;
 - (h) any fees payable to the Bank (or any other third party) for transfer of any debit balance on any other credit card to a Card;
 - (i) any other interest, fees and charges (including without limitation, cash advance, annual or monthly fees or charges) imposed by the Bank from time to time; and
 - (j) any other transactions as may be prescribed by the Bank.
- (j) to (i) above are collectively the "**Excluded Categories**".

5.2 We may amend the list of Excluded Categories and notify you of the change in compliance with the Applicable Law.

6. Transaction Limits

6.1 We may allow you to set the Card transaction limits for the following types of transactions ("**Transaction Limits**");

- (a) online transactions;
- (b) retail spend transactions;

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(c) ATM cash advance withdrawals; and

(d) any other types of transactions as may we may notify you from time to time.

6.2 You are responsible for ensuring that the Transaction Limits are not exceeded.

6.3 You must pay all amounts in excess of any Transaction Limit.

7. Statements

The electronic statement for your Card account will be available for viewing and download via our Digital Service only, unless you give us at least 30 days written notice in advance to receive paper statements for the Card.

8. Convert to Instalment

8.1 We may allow you to convert Card transactions which have not been billed in your current Card statement to instalment payments at an amount, duration and interest rate determined by us ("**Convert to Instalment**"), provided that for each conversion, the following conditions are satisfied:

(a) the minimum payment requirement set out in the General Accounts and Services Terms continues to apply; and

(b) Conversion amount, tenors and maximum number of Card transactions be able to convert are subjected to the Bank discretion.

8.2 Convert to Instalment only applies to Card transactions for retail spending and shall not include manual or automated cash disbursements, Card transactions for security brokers, dealers or mutual funds, payments of interest or any instalment payments and fees charges or any other non-permissible transactions according to the Applicable Law. We reserve the right to amend the list of Card transaction categories applicable for the Convert to Instalment at any time, without reason and without liability to you, and you will be notified before such change becomes effective, in compliance with the Applicable Law.

8.3 Convert to Instalment instalment payment amounts will be charged to your Card account and indicated in your monthly Card account statement.

8.4 In order to be eligible for the Convert to Instalment, your Card account must be in good standing as determined by us.

8.5 If you have already received cashback for any Card transaction amount, you will not receive further cashback when the Card transaction is converted to instalment payments under the Convert to Instalment.

9. General

9.1 We reserve the right to make adjustments to the cashback awarded if there are any unposted, voided, disputed or reversed transactions, or not to award any cashback for transactions which we deem to be for commercial or non-personal purposes at our sole discretion without any compensation or payment.

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9.2 Cashback will only be awarded if your Card account is in good standing as determined by us. If your Card account is delinquent or closed or suspended for any reason before cashback is awarded, any cashback awarded will be forfeited and you shall not be entitled to any compensation or payment.

9.3 To the fullest extent as permissible under the Applicable Laws, we will not be liable for any loss or expenses arising out of or in relation to any delay or failure in the transmission or posting of any Card transaction or cashback.

9.4 To the fullest extent as permissible under the Applicable Laws, our decision in relation to any cashback, cashback percentage, Eligible Categories, Excluded Categories and all matters relating to your Card account shall be final and binding on you. We shall not be obliged to give any reason or enter into any correspondence regarding any decision.

9.5 To the extent permitted by law, the amendment or exception to or under these Terms shall not be made without the Bank's prior written consent.

However, in the event that there is an amendment to the terms and conditions of any product or service in relation to these Terms that impacts on the customers' use of services such as fee adjustments for the use of financial products or services corresponding to the increased costs, changing service channels, changing conditions or benefits of a financial product or service, changing due date for debt settlement, the Bank shall communicate to or notify you of the material information of such amendment not less than 30 days prior to the effective date of such amendment, unless there may be significant damage to the Bank, such as the suspension or cancellation of credit card use in the event that the Bank detects fraud or where the customer defaults on the debt or fails to comply with the terms and conditions of using the financial services, the Bank shall be entitled to only notify such actions to you after such amendment within a reasonable period of time, except where the parties have agreed otherwise.

In this regard, communicating or giving material information of the change under the preceding paragraph does not include cases where the Bank is required to take action under the law or order of the court or government agency.

In the event that such amendment affects the service available to you, materially causing disadvantageous or increase burdens to you such as increasing credit card limit or cash card, changing method of notification, the delivery of information and documents from the original format to the electronic data format, you have the right to give consent or deny such changes. In the event that you wish to change such conditions, you shall give consent for the change within the period and formats as specified by the Bank. Such amendment shall be deemed a part of these Terms and the Other Terms. If you use the Card after the Terms and/or the Other Terms have been amended, you shall be deemed to have accepted the amendments without reservation.

9.6 The amount of fees and charges applicable to the Card can be found in the TMRW Fees and Charges. The amount of fees and charges payable shall be decided and/or changed by the Bank in accordance with the Applicable Law and regulations.

9.7 The electronic statement for your Card account will be available (or as the case may be, paper statement for your Card account will be sent) at least 10 days prior to the payment due date. If you view that the statement is incorrect, whether in part or in whole, you must inform us within 10 business days from the date you receive the statement from us. Regardless of the above, if you can prove that the description or the amount of any transaction shown in the statement is incorrect, and that is not due to your fault or mistake, you can still dispute the transaction within 60 days from the date you receive the statement from us. In determining the date, you receive the statement of account, we will investigate the date and time when the statement has been sent to the delivery service provider and the date of the performance of the delivery service provider.

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9.8 In any case, you are allowed to notify us to suspend the use of the Card via Customer Service Centre, or any other methods or channels as designated and permitted by us. We will suspend the use of the Card within five minutes from receiving your notification. You agree to be liable for all transactions incurred on the Card prior to the suspension. You are also liable for all transactions incurred on the Card after the suspension of the Card if we can prove that the transactions incurred are due to your action.

9.9 You may notify us to terminate the Card at any time and you can claim the annual fee refund for the proportion of the unused period of service for such relevant year (if any).

9.10 Where your Card has been used to purchase goods or services by providing the Card numbers verbally or in writing to the goods or services providers, you agree that:

(a) If you claim that you did not purchase the goods or request for services from the sellers or service providers, we will cancel the payment collection from you, or return the money to you immediately (as the case may be). You agree that if we can prove that any debt incurred on the Card has been due to your action or omission, we will have the right to demand back such money from you.

(b) We will cancel the payment collection from you or return the money to you in accordance with clause **9.10** (c) (as the case may be), if you notify us that:

(i) you cancelled the order of goods or services within 45 days from the date of the order; or

(ii) you cancelled the order of goods or services within 30 days after the due date of delivery of goods or services where the time of delivery is specified in writing, and you can prove that: (I) you have not received the goods or services; or (II) you received the goods or services later than the specified delivery date; or (III) you received incomplete or damaged goods or services, or they are unfit for your purposes.

(c) Any return of monies to you pursuant to clause **9.10** (b) above, shall be made:

(i) if the purchase was made in Thailand, within 30 days from the date of your notification; and

(ii) if the purchase was made in foreign countries, within 60 days from the date of your notification.

9.11 Apart from the aforesaid statements, it shall be deemed that all required provisions under the Contract Committee's Notification on Credit Card Business as a Controlled Contract Business B.E. 2542 (1999), both in their present and legally enforceable form and taking into consideration any amendment that may be made in the future, form a part of these Terms.

9.12 Even though we have allowed you to make repayment by instalments, if any of the following events occur, we may demand all outstanding amounts you owe us to be immediately due and payable:

(a) you fail to make any payment on the due date or on demand;

(b) if there are any legal proceedings against you or if you are declared to be bankrupt;

(c) if in our opinion there is any material change of circumstances which would adversely affect your financial condition or ability to perform your obligations under these Terms or the Other Terms; and/or

(d) if any information or documents provided to us is materially inaccurate or misleading.

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10. Click for Cash Programme

10.1 We may allow you to apply for a cash advance on your Card under this Click for Cash Programme.

10.2 The maximum cash advance amount which may be granted will be up to the available cash limit and shall not exceed the available credit limit of your Card at the time of your request or as otherwise determined by us.

10.3 The cash advance will be transferred into your TMRW Everyday Account. Upon such transfer, you will be deemed to have received the cash advance from us.

10.4 We may charge you (i) an interest at an effective rate we determine from the date you receive the cash advance until the date we receive full repayment from you at the end of the tenor (as we may approve), (ii) a cash advance fee at a rate we determine which may be paid upfront, and/or when you prepay any outstanding amount prior to the period we determine, and (iii) such other fees and charges at a rate we determine.

10.5 Repayment shall be made in instalments as indicated in the instalment schedule which we will provide to you, subject to the following conditions:

(a) Instalments shall be calculated taking into account the interest chargeable on the principal sum and the instalment period, and may be rounded up to nearest 10;

(b) If any statement or due date in the instalment schedule falls on a holiday, actual instalment amounts for each instalment may be increased or reduced from the amount as indicated in the instalment schedule and as such, the actual instalment amount due and payable shall be informed to you in your Card statement; and

(c) We shall inform you of the due date and amount of each instalment in your Card statement.

10.6 If you make repayment in excess of the amount of any instalment and your Card account has no outstanding balance, we shall keep such excess amount in your Card account without bearing any interest ("**Suspense Account Balance**"). The Suspense Account Balance shall not apply to reduce any interest, principal or any other debts under this Click for Cash Programme.

10.7 Repayments made by you under this Click for Cash Programme shall first be applied to settle interest, and any remaining amount thereof shall then be applied to pay fees and charges and the outstanding balance in your Card account. However, if your Card account has no outstanding balance, we shall keep such remaining amount in your Card account as Suspense Account Balance in accordance with clause 10.6. The Suspense Account Balance shall apply to settle the debt due and payable in the subsequent instalment (if any) on its due date.

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Annex A

Section 1: Default Cashback Categories

1. Fashion & Cosmetics Transactions	MCC
Men's, Women's, and Children's Uniforms and Commercial Clothing	5137
Commercial Footwear	5139
Men's and Boys' Clothing and Accessories Stores	5611
Women's Ready-To-Wear Stores	5621
Women's Accessory and Specialty Shops	5631
Children's and Infants' Wear Stores	5641
Family Clothing Stores	5651
Sports and Riding Apparel Stores	5655
Shoe Stores	5661
Furriers and Fur Shops	5681
Men's and Women's Clothing Stores	5691
Tailors, Seamstresses, Mending, and Alterations	5697
Wig and Toupee Stores	5698
Miscellaneous Apparel and Accessory Shops	5699
Shoe Repair Shops, Shoe Shine Parlors, and Hat Cleaning Shops	7251
Clothing Rental - Costumes, Uniforms, Formal Wear	7296
Luggage and Leather Goods Stores	5948
Cosmetic Stores	5977

2. Entertainment Transactions	MCC
Motion Picture Theaters (SF, Major)	7832
DVD/Video Tape Rental Stores	7841
Theatrical Producers (Except Motion Picture) and Ticket Agencies (ticket melon)	7922
Digital Goods – Applications (Excludes Games)	5817
Cable, Satellite and Other Pay Television and Radio Services	4899

3. Convenience Store Transactions	MCC
Miscellaneous Food Stores – Convenience Stores and Specialty Markets.	5499

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Section 2 :Other Eligible Categories

4. Dining Card Transactions	MCC
Caterers	5811
Eating Places and Restaurants	5812
Drinking Places (Alcoholic Beverages) – Bars, Taverns, Nightclubs, Cocktail Lounges, and Discotheques	5813
Fast Food Restaurants	5814
Candy, Nut, and Confectionery Stores	5441
Bakeries	5462
Package Stores – Beer, Wine, and Liquor	5921

5. Department Store Card Transactions	MCC
Department Store	5311

6. Travel Card Transactions	MCC
Airlines, Air Carriers	3000-3299
Airlines and Air Carriers	4511
Lodging – Hotels, Motels, Resorts	3501-3999
Lodging – Hotels, Motels, Resorts, Central Reservation Services	7011
Travel Agencies and Tour Operators	4722
Direct Marketing – Travel-Related Arrangement Services	5962
Car Rental Agencies	3351-3441
Automobile Rental Agency	7512

7. Transportation Card Transactions	MCC
Taxicabs and Limousines	4121
Local and Suburban Commuter Passenger Transportation, Including Ferries	4111
Transportation Services (Not Elsewhere Classified)	4789
Coach Lines Transportation – Bus Lines	4131

8. Supermarket Card Transactions	MCC
Grocery Stores and Supermarkets	5411