Terms & Conditions

CARDHOLDER TERMS & CONDITIONS

In consideration of CIMB BANK BERHAD [13491-P] having its registered office at 5th Floor, Bangunan CIMB, Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur and place of business at Level 2, Menara SBB, 83 Medan Setia 1, Plaza Damansara, Bukit Damansara, 50490 Kuala Lumpur (hereinafter called the "Bank") agreeing to make available the facilities offered by the MasterCard and/or Visa Card and/or JCB Card (hereinafter referred to as the "Card") to the individual named (hereinafter called the "Cardholder") on the Card the Cardholder hereby covenants, undertakes and agrees to the following terms and conditions:

Definitions

- In this Agreement where the context so admits the following expression shall have the meanings designated unless otherwise distinguished:-
 - (a) The expression "adequate prior notice" means the notice period of three (3) working days, which shall be deemed to be adequate notice to the Cardholder.;
 - (b) The expression "this Agreement" means the agreement between the Cardholder and the Bank whereby the Cardholder is issued with a MasterCard and/or Visa Card and/or JCB Card by the Bank upon the terms and conditions herein as well as the terms conditions as contained in the Bank's application forms signed and submitted by the Cardholder to the Bank when applying for the issuance of a MasterCard and/or Visa Card and/or JCB Card and such other terms and conditions supplemented or amended from time to time;
 - (c) The expression "the ATM" means an automated teller machine;
 - (d) The expression "the Bank" means CIMB BANK BERHAD [13491-P] having its registered office at 5th Floor, Bangunan CIMB, Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur and place of business at Level 2, Menara SBB, 83 Medan Setia 1, Plaza Damansara, Bukit Damansara, 50490 Kuala Lumpur and includes its successors-in-title and assigns;
 - (e) The expression "billing currency" means the billing currency in Ringgit Malaysia and includes its abbreviation "RM";
 - (f) The expression "the Card" means any MasterCard (and shall include the MasterCard incorporating the PayPass feature which allows individual transactions not exceeding RM150.00 or such other amount which the Bank may specify from time to time, with adequate prior notice, to be effected by tapping or waving the said card at a "PayPass" contactless reader / terminal) or Visa Card or JCB Card issued by the Bank of such categories or brands which the Bank may introduce or replace from time to time and shall include Cards issued in affiliation or association with any third party and includes a Supplementary Card where the context so permits:
 - (g) The expression "the Cardholder" means the individual named on the Card and includes a Supplementary Cardholder and shall include their respective heirs, personal representatives and successors-in-title;
 - (h) The expression "the Cardholder's Other Accounts" means the Cardholder's other banking or other accounts with the Bank apart from the MasterCard and/or Visa Card and/or JCB Card Account and includes a Cardholder's joint account with a third party;
 - (i) The expression "finance charge" and "minimum payment due" means the finance charge and the minimum payment due referred to in Clause 13 hereof:

- The expression "handling charge" and "additional charges" means the handling charge and additional charges referred to in Clause 8 hereof;
- (k) The expression "JCB" means Japan Credit Bureau, a company organised under the law of Japan and having its principal office at 5-1-22 Minami Aoyama, Minato-ku, Tokyo, 107-8686 Japan of which the Bank is a member institution;
- (l) The expression "late payment charge" means the late payment charge referred to in Clause 14 hereof;
- (m) The expression "the MasterCard and/or Visa Card and/or JCB Card Account" means the Cardholder's "MasterCard" and/or "Visa Card" and/or "JCB Card" account as the context may require, to which all payments for purchases of goods and/or services and cash advances effected by the use of the Card and all annual fees, Government tax, handling charges, finance charges and/or late payment charges are debited;
- (n) The expression "MasterCard and/or Visa Card and/or JCB Card Account Number" means the account number allocated to the "MasterCard" and/or "Visa Card" and/or "JCB Card" Account and which is embossed on the MasterCard and/or Visa Card and/or JCB Card, as the context may require;
- (o) The expression "MCI" means MasterCard Worldwide, a company organised under the State of Delaware, having its office and principal place of business at 2000 Purchase Street, Purchase, New York, NY 10577-2509, United States of America of which the Bank is a member institution;
- (p) The expression "merchant" shall include all merchants supplying goods and/or services:
- (q) The expression "New Balance" means the full amount shown as due in the Statement:
- (r) The expression "PIN" means the personal identification number of the Cardholder or Supplementary Cardholder;
- (s) The expression "Replacement Card Fee" means the fee payable by the Cardholder for the replacement of a Card;
- (t) The expression "Statement" means the periodic MasterCard Card and/or Visa Card and/or JCB Card Statement issued by the Bank to the Cardholder and/or Supplementary Cardholder which shows inter alia the amount so charged, the payment due date and the method of calculation of the finance charges;
- (u) The expression "VISA" means VISA Worldwide Pte. Limited, with its office at 30 Raffles Place, #10-00, Chevron House, Singapore 048622;
- (v) The expression "working day" means a business day (not being a Saturday or Sunday) on which banks, licensed to carry on banking business under the provisions of the Banking and Financial Institutions Act 1989, are open for business in Kuala Lumpur.

Issue of Card and Facilities Available

- The Card is issued for use in connection with the facilities made available by the Bank from time to time at its absolute discretion including but not limited to the following:-
 - (a) the payment for any purchase of goods and/or services, which payment may be charged to the MasterCard and/or Visa Card and/or JCB Card Account; and/or
 - (b) cash advances as set out under Clause 12 hereof; and/or
 - (c) operation of the various banking accounts opened for the Cardholder in conjunction with the use of the Card; and/or

- (d) the autopayment service ("<u>Autopay Service</u>") whereby all amounts due and payable on the Cardholder's periodic official bills from the merchant(s) indicated in the application form for the Autopay Service are paid by the Bank and debited from the Cardholder's MasterCard and/or Visa Card and/or JCB Card Account as instructed by the Cardholder in the application form for the Autopay Service; and/or
- (e) other facilities, subject to prior written arrangement with the Bank.

MasterCard® SecureCode™ and Verified by Visa Services for Internet Transactions

2A. In the event a Cardholder wishes to use the Card for payments relating to Internet Transactions, which are subject to the MasterCard® SecureCode™ service or the Verified by Visa service ("Service") as the case may be, the Cardholder shall be deemed to have agreed to be bound by the terms and conditions governing the Service as set out in www.cimbbank.com.my/secure_epay (or such other website which the Bank may notify you from time to time) which terms and conditions may be varied from time to time and at any time by the Bank at its sole and absolute discretion by giving the Cardholder twenty one (21) calendar days prior notice. For the use of the Card in other internet payment transactions, the Bank may approve or decline the same at its sole and absolute discretion and if the Bank permits the Card to be used in other internet payment transactions, the Bank may subject its use to such other terms and conditions which the Bank deems fit.

MasterCard with "PayPass" Feature

- 2B. (a) Where any MasterCard issued by the Bank incorporate the PayPass feature ("PayPass Card"), the Cardholder acknowledges that such PayPass Card may be utilised to pay for goods and services for amounts not exceeding RM150.00, per transaction, or such other amount which the Bank may specify from time to time upon giving adequate prior notice, by tapping or waving the PayPass Card at a "PayPass" contactless reader / terminal ("Contactless Transactions").
 - (b) Contactless Transactions may be processed and the Cardholder's MasterCard Account debited with the Contactless Transaction amount without requiring the:-
 - PayPass Card to be swiped at a magnetic strip reader;
 - PayPass Card's chip to be read by a chip terminal; or
 - Cardholder's signature to authorise the transaction.

By accepting the PayPass Card and using it in any manner whatsoever (including using it in the conventional manner of swiping the same at a magnetic strip reader or at a chip reader or otherwise) the Cardholder undertakes to use the PayPass Card in accordance with and agrees to be bound by the terms and conditions hereincontained.

(c) Without prejudice to the foregoing, the Cardholder undertakes to be liable for all Contactless Transactions incurred using the PayPass Card and posted to the Cardholder's MasterCard account regardless of whether or not the Contactless Transactions were properly authorised by the Cardholder. In this regard the Cardholder acknowledges the ease of which unauthorised Contactless Transactions may be carried out and accepts the risk of the same.

Autopay Service

2C. (a) Upon the Bank's approval of the Cardholder's application for the Autopay Service, all amounts due and payable to the merchant(s) shall forthwith be paid by the Bank upon the Bank's receipt of the merchant(s)' bills or other requests for payment. The Cardholder's previous instruction, if any, to:-

- (i) another bank and/or financial institution to pay the merchant(s); and/or
- (ii) the merchant(s) to charge the amounts due and payable to the Cardholder's account maintained with another bank and/ or financial institution.

shall upon the Bank's approval of the Cardholder's application for the Autopay Service be deemed revoked and the Cardholder shall immediately notify the merchant(s) and/or the other bank or financial institution of the change of the Cardholder's paying instructions.

- (b) The Bank in providing the Autopay Service is not responsible for:
 - effecting payment of any charges to the merchant(s) on a timely manner and in this regard, the Cardholder shall not hold the Bank liable through any error, neglect, refusal or omission to pay or delay in paying all or any of the charges to the merchant(s);
 - (ii) effecting payment of any charges to the merchant(s) in good faith and in this regard, the Cardholder shall not hold the Bank liable for any payment of charges made to the merchant(s) in good faith;
 - (iii) paying all or any of the charges to the merchant(s) where there is no available credit limit in the Cardholder's account or where there is available but insufficient credit limit in the Cardholder's account or where the use of the Card by the Cardholder is terminated or suspended for any reason whatsoever or where the Card is not renewed or replaced, as the case may be, or where the Bank in its absolute discretion conclusively determines that the circumstances justify nonpayment due to whatever reasons; and/or
 - (iv) paying any charges to the merchant(s) if the Cardholder shall at any time instruct the Bank to stop or cease any payment or cancel or terminate the Autopay Service.

The Cardholder shall at all times remain primarily liable and responsible to pay all charges due and owing to the merchant(s) directly and the Bank shall not at any time be obliged to inform the Cardholder of any non-payment by the Bank of all or any of the aforesaid charges. In the event of non-payment by the Bank of any charges due and payable to the merchant(s), the Cardholder shall resolve such outstanding payments with the merchant(s) directly. In the event the Cardholder's Card number changes, the Cardholder shall be responsible for informing the merchant of the change in the Card's number. The Bank however, may (but is not obliged to) in its absolute discretion to accept any request for payment(s) billed to the Cardholder's previous Card number and make payment thereon.

- (c) Where there is available but insufficient credit limit in the Cardholder's account to pay the charges of all the merchants, the Bank may:-
 - elect not to make any payment of any charges to all or any merchants in which event the Cardholder shall resolve all outstanding payments with the merchant(s) directly; or
 - (ii) in its absolute discretion conclusively determine the order of priority of payment of the charges of whichever merchant(s) the Bank deems fit in which event the Cardholder shall resolve all outstanding payments with the relevant merchant(s) directly whose charges are owed by the Cardholder.
- (d) The Cardholder shall indemnify the Bank against any loss, cost, damage, expense, claim or demand (including legal expenses on a solicitor and client and full indemnity basis) which the Bank may sustain or incur as a consequence of providing the Autopay Service to the Cardholder.

- (e) The obligation of the Bank to effect payment to the merchant(s) as instructed by the Cardholder shall immediately cease upon:-
 - (i) the termination of the Autopay Service by either the Bank or the Cardholder giving to the other party not less than one (1) month's notice in writing whereupon the expiry of the one (1) month period from the date of the notice of termination, the Autopay Service shall be terminated; or
 - (ii) the termination of the Cardholder's Agreement.

Notwithstanding the above, the Cardholder is responsible for informing the relevant merchant in writing that the Autopay Service has been terminated and to request the said merchant to discontinue the billing to the Bank. Until such time the merchant informs the Bank that the Autopay Service has been terminated, the Bank shall be entitled (but not obliged) to make payment to such merchant notwithstanding that the Cardholder's Agreement is terminated, the Card cancelled and/or the Cardholder has informed the Bank in writing that the Autopay Service has been terminated and the Cardholder shall remain liable for such payments made by the Bank to the merchant.

(f) Notwithstanding anything contained herein, the Bank reserves the right to discontinue, suspend, or terminate the Autopay Service at any time by giving the Cardholder adequate prior notice and not effecting the payment of charges to the merchant(s). The Cardholder shall at all times remain primarily liable and responsible to pay all charges due and owing to the merchant(s) directly and in the event the Bank exercises such rights the Bank shall not incur any liability to the Cardholder and the Cardholder shall resolve all outstanding payments with the merchant(s) directly.

MasterCard Electronic Debit Card

- 2D. In relation to the use of a MasterCard Electronic debit card ("<u>Debit Card</u>"), the same shall be subject to the same terms and conditions governing the use of the Card as hereincontained mutatis mutandis (that is, with the necessary changes), in all respects save that:-
 - (a) The Bank is authorised to open an account ("<u>debit card account</u>") for the Cardholder for the purpose of issuing the Debit Card. The Bank may from time to time stipulate a minimum deposit required for the purpose of opening the debit card account.
 - (b) The Cardholder shall maintain a minimum monthly balance (the "Minimum Balance") in respect of the debit card account of such amount as the Bank may from time to time prescribe upon giving adequate prior notice and in any event ensure the maintenance of sufficient funds in the debit card account in order to meet the purchase transactions stated in sub-clause (c) below. The Bank reserves the right to close the debit card account if the balance in the debit card account falls below the Minimum Balance or the Cardholder fails to maintain or operate the debit card account to the satisfaction of the Bank.
 - (c) The Cardholder is authorised to use the Debit Card to pay for purchases from merchants, retailers or other service providers who have agreed to accept the Debit Card at the point of sale (POS) terminals within the network identified on the Debit Card and such other terminals as the Bank may designate from time
 - (d) The Cardholder shall not use or attempt to use the Debit Card for any transaction which is not authorised by the Bank. Where the Bank has given prior authorization to the Cardholder to use the Debit Card in any authorised transactions, the Cardholder

- shall not use or attempt to use the Debit Card to facilitate such transactions unless there are sufficient funds in the debit card account to meet the transaction to be carried out.
- (e) The Cardholder shall in all circumstances accept full responsibility for all transactions processed by the use of the Debit Card, whether or not processed with the Cardholder's knowledge, acquiescence or authority and including without limitation where the Cardholder makes any entry errors at the POS terminals. The Bank is entitled to debit the debit card account with the amount of any transaction effected with the Debit Card at the POS terminals and such other transactions authorised by the Bank and the Cardholder shall be liable for all amounts debited from the debit card account, including amounts overdrawn in such account.
- (f) Notwithstanding sub-clause (e) above the Bank may at its absolute discretion resolve that the Cardholder's liability for any unauthorized use of the Debit Card by reason of loss, theft or misuse of the Debit Card will not exceed RM250.00 if the Cardholder:-
 - (i) notifies the Bank of the loss, theft or misuse of the Debit Card promptly and in any event within twenty four (24) hours of discovery that the Debit Card was lost, stolen or misused;
 - (ii) has not reported two or more of such incidents to the Bank within the preceding twelve (12) months and the debit card account is in good standing; and
 - (iii) proves to the satisfaction of the Bank that the Cardholder has in good faith with reasonable care and diligence safeguarded the Debit Card and have not part with or made available the Debit Card to any third party.
- (g) All transactions effected through the use of the Debit Card and all fees and charges in relation thereto shall be debited into the debit card account and a separate statement will be sent by ordinary post to the Cardholder once a month or at such intervals as the Bank may deem fit.

Signature on the Card and Compliance with Laws

- 3. (a) Upon the receipt of the Card, the Cardholder shall IMMEDIATELY sign on the Card (using the same signature as that appearing on the application form of the Card) and on any acknowledgement of receipt required by the Bank and return such acknowledgement of receipt slip forthwith to the Bank. The signature of the Cardholder on the Card or on any sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record and/or use of the Card and/or return of the acknowledgement of receipt slip will constitute binding and conclusive evidence of the Cardholder entering into this Agreement with the Bank.
 - (b) The Card is not transferable and shall be used exclusively by the Cardholder. The Card may not be pledged by the Cardholder as security for any purpose whatsoever.
 - (c) The Cardholder may at any time terminate the use of the Card by written notice to the Bank and returning to the Bank, the Card cut in halves across the magnetic strip and across the chip (if the Card has a microchip embedded therein). The Cardholder shall be and remain liable for all transactions effected through the use of the Card prior to the Bank's receipt of such written notice of termination together with the Card cut in halves.
 - (d) The use of the Card shall also be subject to the Bank's prevailing conditions, rules and regulations and all other terms, conditions and regulations governing the Cardholder's Other Accounts

including any exchange control regulations of Bank Negara Malaysia. The Cardholder shall at all times comply with all applicable laws and regulations with regard to the use of the Card and without prejudice to the generality of the foregoing provision, the Cardholder shall ensure that it complies with all exchange control regulations of Bank Negara Malaysia and that it does not use the Card for any unlawful activities such as, but not limited to, illegal "online" (as these phrases are commonly known) betting.

Telecommunication Instructions

- 3A. (a) The Bank may (but is not obliged to) at its sole discretion accept instructions from the Cardholder over the telephone in relation to the Card, including but not limited to requests to do the following:-
 - (i) change of mailing address; or
 - (ii) activation of PIN; or
 - (iii) reporting of lost card; or
 - (iv) replacement of lost or damaged cards; or
 - (v) changes in credit limit; or
 - (vi) other transactions which may be determined by the Bank from time to time.
 - (b) Prior to accepting such instructions over the telephone, the identity of the Cardholder will first be verified by the Bank's representative through a security process established by the Bank which may incorporate the Cardholder's personal details.
 - (c) Notwithstanding paragraphs (a) & (b), the Bank may request for a written confirmation from the Cardholder of the Cardholder's instructions prior to implementing the same.
 - (d) The Bank shall not be liable or responsible to the Cardholder for any loss or damage however caused or suffered by the Cardholder in following or omitting to follow any or all of the instructions set out in Clause 3A(a).
 - (e) The Cardholder acknowledges and agrees that:-
 - the Bank may record all telephone conversations between the Cardholder and the Bank's representative; and
 - (ii) by the very nature of telephone conversations, the Bank shall not be responsible for unauthorised third parties overhearing such conversations.
 - (f) The Cardholder further authorises the Bank to act on his instruction given by facsimile or other means of telecommunication and any request made by the Cardholder to a merchant or a provider of service for the supply of goods and/or services to be charged to the Card shall constitute authority for the Bank to debit the relevant MasterCard and/or Visa Card and/or JCB Card Account with such amount charged. The Cardholder hereby irrevocably agrees to indemnify the Bank for all actions, claims, losses, liabilities or damages suffered by the Bank in agreeing to act on the Cardholder's verbal, faxed or telecommunicated instructions.
- 3B. (a) The Bank is irrevocably authorised (but not obliged) to contact and/or notify the Cardholder by electronic mail, or by telephone or by short messaging system ("SMS") services whereby text or other electronic messages or information are sent to the Cardholder's e-mail address or mobile phone number on record with the Bank or such other e-mail address or number which the Bank deems appropriate. Information sent by electronic mail or by SMS may consist of such information as the Bank deems appropriate and may include (but not be limited to) reminders sent in respect of minimum payments due, payment due dates, updates on benefits, programmes and promotions and other information of general interest and/or specific to the Cardholder.

- (b) The Cardholder shall be fully responsible for the security and safekeeping of the information he receives.
- (c) The Bank hereby disclaims all liability to the Cardholder for any loss or damage (direct, indirect, special or consequential), loss of business or profits, or loss or damage of any nature suffered by the Cardholder arising from or occasioned by any:-
 - malfunction or defect in the transmission of information for whatever reason;
 - (ii) inaccuracy, incompleteness, delay or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
 - (iii) wrongful, unauthorised or improper access to, use or interpretation of the information transmitted; and
 - (iv) claim for libel or slander arising from the transmission of any information.

Termination and/or Suspension of Card

- 4. (a) The Card is and will be, at all times, the property of the Bank and shall be surrendered to the Bank immediately upon request by the Bank or its duly authorised agent. The Bank may withdraw, suspend and/or terminate at its absolute discretion, the Card and/or any of the services thereby offered at any time with adequate prior notice as it deems fit in its absolute discretion and regardless of whether or not any event of default has occurred. It is further agreed that the Bank is under no obligation whatsoever to reveal the reason for the termination or suspension of the use of the Card.
 - (b) In addition to the Bank's rights contained in Clause 4(a) above and Clause 31, the Bank may withdraw, suspend and/or terminate the Card and/or any of the services thereby offered immediately, notwithstanding that the Bank may have waived its rights on some previous occasions, upon the occurrence of any or more of the following events:-
 - (i) if the Cardholder fails or defaults in the payment of any sum of money whatsoever and howsoever payable, including but not limited to the minimum payment due, amount in excess of the prescribed credit limit (referred to in clause 13) if so demanded, finance charges, late payment charges and any other fees, monies and charges, when due and payable by virtue of and in accordance with provisions herein contained whether formally demanded or not;
 - (ii) if the Cardholder should commit or threaten to commit a default or breach of any of the agreements, covenants, stipulations, terms or conditions herein contained on the part of the Cardholder to be observed and performed;
 - (iii) if a petition for bankruptcy should be presented or an order be made for any adjudicating and/or receiving order against the Cardholder:
 - (iv) if a distress or execution or other process of a court of competent jurisdiction is levied upon or issued against any property of the Cardholder and such distress, execution or other process as the case may be is not satisfied by the Cardholder within twenty-one (21) calendar days of the date thereof;
 - (v) if the Cardholder should have furnished false or inaccurate information or data to the Bank;
 - (vi) if a receiver has been appointed in respect of the Cardholder's assets or any part thereof or a meeting, whether formal or informal, being called by the Cardholder's creditors, or any of them or if the Cardholder enters into any scheme of repayment or arrangement with any creditor or if the Cardholder goes to AKPK (Agensi Kaunseling dan Pengurusan Kredit) for assistance;

- (vii) if the Cardholder should allow a Judgement debt obtained against him to remain unsatisfied for a period of seven (7) calendar days from the date hereof (other than a judgement debt on which the Cardholder shall have obtained a stay of execution and filed a Notice of Appeal within the time prescribed by the law);
- (viii) if in the absolute opinion of the Bank, the MasterCard and/or Visa Card and/or JCB Card Account and/or the Cardholder's Other Accounts with the Bank is or has not been operated satisfactorily or default of payment due thereunder have occurred:
- (ix) if an event or events has or have occurred or a situation exists which should or might in the absolute opinion of the Bank prejudice the ability of the Cardholder to perform his obligations under this Agreement;
- (x) if the Cardholder shall become insane or die;
- (xi) if the whereabouts of the Cardholder is unknown to the Bank;
- (xii) if the Bank is of the view that suspicious or abnormal transactions are being carried out on the Card and such suspension and/or termination is reasonably required to prevent fraudulent or unauthorized transactions;
- (xiii) if the Cardholder is found to have breached any applicable laws or regulations with regard to the Cardholder's use of the Card; or
- (xiv) If any other sums shall be due from the Cardholder and/or the Cardholder's related and or associated companies and/ or the guarantor and/or security provider of the Cardholder's indebtedness herein ("the Obligors") to the Bank or any third party from time to time or at any time or if any of the Obligors may be or become liable to the Bank or third party anywhere on banking account or any other account current or otherwise or in any manner whatsoever including but not limited to liability of the Obligors incurred in the capacities as sureties or guarantors or if default is made by any of the Obligors in relation to any provisions of such accounts or in any other credit facilities granted by the Bank or third party now or hereafter to any of the Obligors.
- (c) Irrespective of the transaction date, the Cardholder shall continue to be liable for the usage of the Card despite the return of the Card.
- (d) In the event of the termination of the Card whether by the Cardholder or by the Bank no refund of the annual fee, service tax or any part thereof will be made to the Cardholder by the Bank.

Conditional Use and Availability of Card

- 4A. (a) Without prejudice to the generality of the foregoing, the use of the Card and availability thereof is conditional upon:-
 - (i) there being no contravention of any laws in relation thereto; and
 - (ii) the Cardholder representing and undertaking (and continually representing and undertaking) to the Bank that the Bank's agreement to grant or make or continue to make available the Card to the Cardholder will not contravene nor be in breach of any prevailing laws or regulatory requirements or any other provisions or any lending limits or restrictions that may be imposed upon the Bank from time to time by Bank Negara Malaysia or such other authority having jurisdiction over the Bank including, the Association of Banks in Malaysia ("The Applicable Laws and Regulations").
 - (b) The Applicable Laws and Regulations to which the Card is subject shall include but shall not be limited to:-
 - (i) all prevailing provisions of the Banking and Financial Institutions Act 1989 ("BAFIA");
 - (ii) all prevailing Bank Negara Malaysia's guidelines and directives issued in respect BAFIA, in particular the provisions contained in Section 62 of BAFIA; and

- (iii) all guidelines, lending limits or restrictions issued by Bank Negara Malaysia or any other governmental authority from time to time including those pertaining or applicable to the grant and/or use of the Card to and/or by persons connected to the Bank.
- (c) The Cardholder shall immediately notify the Bank in writing if:-
 - the Cardholder is or becomes in breach of any of The Applicable Laws and Regulations; or
 - (ii) any of the terms and conditions hereincontained ceases to be satisfied or is discovered to have been breached or not been satisfied by the Cardholder.
- (d) The Cardholder in giving declaration(s) in respect of any of the aforementioned or any terms and conditions hereincontained where required by and upon terms stipulated by the Bank shall be deemed to represent and warrant to the Bank that the contents therein shall remain true and accurate in all respects so long as the Card remains available or any sums due thereunder remains payable.

Theft or Loss of Card

- (a) Save as hereinafter provided the Cardholder shall be and shall remain liable to the Bank for all goods and services supplied by any merchants and all cash advances effected through the use of the Card whether or not such usage is authorised by the Cardholder. The Cardholder shall be under a duty to use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card and to prevent the disclosure of the Cardholder's PIN to any other person and the Cardholder shall indemnify and hold the Bank harmless against any liability for loss, damage, costs and expenses (legal or otherwise) arising from the Cardholder's breach of such duty. The duty to use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card and to prevent the disclosure of the Cardholder's PIN to any other person includes:-
 - never allowing anyone else to use the Card.
 - never writing the PIN on the Card or any item normally kept with the Card.
 - never writing the PIN in a way which can be understood by someone else.
 - never divulging/disclosing/telling the PIN to anyone else.
 - not letting the Card out of the Cardholder's sight.

The Cardholder must immediately report to the Bank and to the police any loss and/or theft of the Card and/or disclosure of the PIN to any person followed by a written confirmation to the Bank together with a copy of the police report within seven (7) calendar days from the date of the loss and/or theft and/or disclosure of the PIN to a third party. The Cardholder shall be and shall remain liable to the Bank for any goods or services supplied by merchants and cash advances effected by the use of the Card by any person before the Bank's receipt of the Cardholder's written or verbal notification of the loss and/or theft of the Card and/or disclosure of the PIN. Notwithstanding the foregoing, the Bank shall however limit the Cardholder's liability to RM250.00 for each Card for unauthorized transactions as a consequence of the Card being lost or stolen provided the Cardholder has not:

- (i) acted fraudulently; or
- (ii) failed to inform the Bank as reasonably practicably after having found that the Card is lost or stolen.

If the Bank can prove on a balance of probabilities that the

Cardholder acted fraudulently or failed to inform the Bank as reasonably practicably after having found that the Card was lost or stolen, the Cardholder's liability for such unauthorized transactions shall be unlimited. Where a PIN is used in respect of any Card transaction, such use shall be deemed to have been expressly authorized by the Cardholder and the Cardholder shall be precluded from alleging that the Card was used for unauthorized transactions as a consequence of the Card being lost or stolen. In the event that the Cardholder is not satisfied with the Bank's decision in relation to any matter arising from this clause, the Cardholder may refer the dispute to the Financial Mediation Bureau for resolution of the said dispute. When the lost or stolen Card is recovered, the Cardholder agrees not to use the Card which has been recovered and shall immediately return the same, cut in halves across the magnetic strip and across the chip (if the Card has a microchip embedded therein), to the Bank.

- (b) The Bank is not obliged to issue a replacement Card to the Cardholder following its loss or theft. If the Bank decides to issue a replacement Card, it will be subject to the following Replacement Card Fee:-
 - RM10.00 in the event of any reported loss or theft of the Card for the first time;
 - (ii) RM50.00 in the event of any reported loss or theft of the Card for the second time.

The Bank reserves the right not to replace the Card in the event of any reported loss or theft of the Card for the third time.

(c) In the event that a replacement Card is issued, the whole outstanding New Balance and all other debit entries constituting the New Balance in the MasterCard and/or Visa Card and/or JCB Card Account shall be transferred to the new MasterCard and/or Visa Card and/or JCB Card Account.

Renewal of Card

6. Upon the expiry of the validity period of the Card, the Bank may issue the Cardholder a new replacement Card provided that the Bank may at its sole discretion refuse to issue a new replacement Card without having to assign any reason whatsoever. In the event that a new Card is issued, the whole outstanding New Balance and all other debit entries constituting the New Balance in the MasterCard and/or Visa Card Account shall be transferred to the new MasterCard and/or Visa Card and/or JCB Card Account.

Limit of Purchases and Transactions

- 7. (a) Notwithstanding that a prescribed credit limit may not be assigned or known to the Cardholder, the Bank may at any time at its sole discretion set such a limit for its control purposes after giving the Cardholder three (3) working days prior notice.
 - (b) Where a prescribed credit limit is assigned and made known to the Cardholder, the Cardholder shall not exceed the prescribed credit limit assigned/established by the Bank unless prior written approval to exceed this limit is obtained by the Cardholder from the Bank. The Cardholder further undertakes not to effect any purchases or transactions within or outside Malaysia which may cause the aggregate outstanding balance of the Cardholder's obligation to the Bank to exceed such credit limit.
 - (c) Where the Cardholder has been issued with both MasterCard and Visa Card and/or JCB Card and/or where Supplementary Card(s) have been issued, and where a prescribed credit limit is assigned and is made known to the Cardholder, such prescribed credit limit shall constitute the credit limit common to and shared

- by all the aforementioned cards in that aggregate purchases or transactions under all the said cards shall not at any time exceed the prescribed credit limit.
- (d) Notwithstanding that a prescribed limit is assigned and made known to the Cardholder, the Bank may at any time at its sole discretion alter or amend the prescribed credit limit after giving three (3) working days notice to the Cardholder.
- (e) Notwithstanding the aforesaid, the Cardholder shall remain and be liable for all his liabilities including but not limited to all purchases, cash advances and transactions exceeding such credit limit. In amplification and not in derogation of the aforesaid, the Bank is not duty bound in any way whatsoever to ensure that the credit limit is not exceeded by the Cardholder.
- (f) The Cardholder shall not be entitled under any circumstances to demand that the prescribed credit limit or the unutilised prescribed credit limit be made available by the Bank for the Cardholder's use. The Bank shall not be under any obligation either at law or in equity to make or continue to make available the prescribed credit limit or the unutilised prescribed credit limit for utilisation by the Cardholder.
- (g) The availability or continuation of the prescribed credit limit extended to the Cardholder is subject to reviews which may be undertaken by the Bank from time to time or at any time.
- (h) In addition and without prejudice to any of the Bank's other rights contained in this Agreement, following the Bank's aforementioned review the Bank shall be entitled at its absolute discretion after giving three (3) working days notice to the Cardholder and without any obligation whether at law or in equity to give any reasons therefore to unilaterally suspend or withdraw or vary or amend the prescribed credit limit of the Cardholder in any manner or upon such further terms and conditions as the Bank shall deem fit.
- (i) The Bank may (but shall not be obliged to) at any time and from time to time contact the Cardholder to validate a transaction carried out on the Card as a measure to prevent any possible unauthorised use of the Card. In the event that the Bank is unable to contact the Cardholder the Bank may (but shall not be obliged to) decline the transaction without liability to the Bank. In the event the Bank permits the transaction to be carried out, the Cardholder shall remain liable for the charges and/or debts incurred and/or monies withdrawn.

Fees and Charges

- 8. The Cardholder agrees to pay the following fees and charges:
 - (a) an annual fee for the Card and for each Supplementary Card when issued or renewed together with any service tax or other impost which may be imposed by any relevant authority from time to time:
 - (b) a handling charge for the issue of a Replacement Card;
 - (c) charges for the provision of copies of sales/cash advance drafts and any other further supporting documents or services the Bank may from time to time provide unless otherwise stipulated by the Bank;
 - (d) fees and charges for any or all of the Card transactions effected through the use of the Card via the ATM including but not limited to cash advances and/or cash withdrawals; and

(e) such other fees and charges which the Bank may at its sole and absolute discretion impose from time to time upon giving the Cardholder twenty one (21) calendar days notice prior to the effective date of implementation.

The quantum of the fees and charges payable shall be of such amount which the Bank may determine and such determination shall be final and conclusive and shall not be questioned on any account whatsoever. Such fees may be debited to the MasterCard and/or Visa Card and/or JCB Card Account

Records of Transaction and Billing Currency

- 9. (a) The Bank shall be entitled to treat:-
 - (i) any sales draft, transactions record stored or recorded electronically or otherwise, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of the embossed information contained on the card; and/or
 - (ii) the Bank's record of cash advances or of any other transactions effected by the use of the Card including but not limited to transactions effected via mail order or via the telephone or via the internet or via any other mechanical, electrical or electronic or media or devices

as evidence of a debt properly incurred by the Cardholder to be debited to the MasterCard and/or Visa Card and/or JCB Card Account notwithstanding that any such document may not contain the signature of the Cardholder or that such signature of the Cardholder (if appearing) differs to the signature of the Cardholder on the application form for the Card or on the Bank's record. The Cardholder agrees that the records of the Bank of any transaction effected by the use of the Card shall be conclusive and binding on the Cardholder for all purposes. Notwithstanding the above, if the Bank receives satisfactory and irrefutable documentary evidence that any transaction effected on the Card is due to fraud not occasioned or contributed by the acts and/or omissions on the part of the Cardholder and provided always that the Cardholder has complied strictly with terms and conditions contained in this Agreement, the Bank may at its sole and absolute discretion release the Cardholder from its obligation to pay the debt incurred arising from the fraudulent transaction.

- (b) All debts if incurred in a currency other than the billing currency shall:-
 - before being debited to the MasterCard and/or Visa Card and/or JCB Card Account, be converted into the billing currency at such rate of exchange as may be conclusively determined by MCl and/or VISA and/or JCB as at the date of entry into the MasterCard and/or Visa Card and/or JCB Card Account; and
 - (ii) be subject to an administration charge of 1% of the amount transacted and such charge may be debited to the MasterCard and/or Visa Card and/or JCB Card Account; and
 - (iii) be subject to any fee as may be charged and conclusively determined by MCI and/or Visa and/or JCB and such charge may be debited to the MasterCard and/or Visa Card and/or JCB Card Account.

The rate of currency exchange, administration charge and fees as may be charged by MCI and/or Visa and/or JCB shall be at the rates as may be notified by the Bank to the Cardholder in the same manner as the Bank notifies the Cardholder of the finance charges rate as specified in Clause 13 below and may be varied by the Bank from time to time after giving the Cardholder twenty one (21) calendar days notice before the effective date of implementation.

ATM Transactions

- 10. (a) Upon request by the Cardholder the Bank will provide a PIN for the Card issued to the Cardholder to enable the Cardholder to obtain cash advances and/or cash withdrawals via the ATM. The Cardholder shall not disclose his PIN to any other person under any circumstances.
 - (b) The Bank shall not be responsible or liable in any way whatsoever for any loss, damage, injury, inconvenience or embarrassment howsoever caused to or incurred or suffered by the Cardholder including but not limited to instances where transactions cannot be effected or are erroneously effected whether by reason of defect, breakdown, stoppage or closure, interruption or loss of power supply to the ATM ("Technical Defects") or otherwise or where the Card is not honoured or accepted for use or where the Card is retained by the ATM by virtue of the Technical Defects or for whatsoever other grounds or reasons as shall be determined solely by the Bank.
 - (c) The operating hours, type of operations, facilities and services available to the Cardholder as well as the frequency and manner of the use of the Card to effect transactions via the ATM shall be determined by the Bank from time to time in its sole and absolute discretion.
 - (d) If the Card is used at an ATM to operate the Cardholder's Other Accounts the use of the Card shall on the Cardholder's Other Accounts shall also be subject to the Bank's prevailing terms and conditions governing the Cardholder's Other Accounts.

Statement of Account

- 11. (a) (i) A statement for the MasterCard and/or Visa Card and/or JCB Card Account will be rendered to the Cardholder once a month or at such intervals as the Bank may deem fit to the last known address of the Cardholder in the Bank's record and that it is hereby agreed that all such statements shall be deemed to have been received by the Cardholder within forty-eight (48) hours from the date of posting.
 - (ii) Upon receipt of the statement the Cardholder is deemed to have examined all entries in the statement.
 - (iii) The Cardholder hereby expressly covenants and undertakes with the Bank that the Cardholder shall notify the Bank in writing of any error, discrepancy or inaccuracy of any kind whatsoever in the statement within fourteen (14) calendar days from the date that the Cardholder receives or is deemed to have received the statement. If the Cardholder does not notify the Bank in writing of any error, discrepancy or inaccuracy of any entry in the statement then the Cardholder shall be deemed to have accepted the entries contained therein made up to the date of the last entry in the statement as correct and as final and conclusive evidence of the facts contained therein and binding on the Cardholder and the Cardholder shall thereafter be precluded from making any claims against the Bank by alleging that its said statement contains any error, discrepancy or inaccuracy.
 - (iv) The Bank shall not be obliged to furnish the Cardholder with any statements, or copies of such statements or sales slips or other records of transactions which relate to transactions which have occurred more than twelve (12) months from the date of the Cardholder's request.
 - (b) Notwithstanding the minimum payment due and the due dates specified in the Cardholder's statement the whole of the outstanding balance on the Cardholder's MasterCard and/or

Visa Card and/or JCB Card Account including finance charges and late payment charges shall become due and payable upon the occurrence of the following events:-

- (i) termination of the use of the Card by the Bank under clause 4 or the refusal of the Bank to issue a replacement Card under clause 5; or
- (ii) termination of the use of the Card by the Cardholder under clause 3 or failure to have the Card renewed under clause 6 hereof.

Upon the termination of the use of the Card the Cardholder's MasterCard and Visa Card and/or JCB Card Account including finance charges and all other charges provided herein shall immediately be due and payable. For the avoidance of doubt, it is expressly agreed by the Cardholder and the Bank that all the provisions contained herein shall continue in full force and effect notwithstanding the termination of the use of the Card the Bank may continue to debit further monies (including but not limited to finance charges and other charges provided herein) to the Cardholder's MasterCard and/or Visa Card and/or JCB Card Account and such further monies debited shall also become due and payable immediately.

(c) Notwithstanding the suspension or termination of the use of the Card, late payment charges, administrative charges and any other applicable charges shall be compounded on a monthly basis at the respective rates stipulated herein and shall continue to be chargeable on all monies which remain due and unpaid and in the event that judgement is obtained for any sum of money be paid to the Bank, finance charges and late payment charges as aforesaid shall be payable to the Bank from the date of such judgement until the date of full payment of such sum.

Cash Advances / Cash Withdrawals

- 12. (a) The Cardholder may obtain cash advances in such amount as shall be notified to the Cardholder in the Cardholder's Statement or otherwise in writing from time to time, by the following means:-
 - presenting the Card at any branch of the Bank or of any member institution of Visa, MCI and/or JCB together with the evidence of his identity and signing the necessary transaction record;
 - (ii) use of the Card at any ATM of the Bank or of any other bank or institution with whom the Bank has an arrangement(s) for the use of the ATM of the said bank or institution (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of such ATM); or
 - (iii) for all out of country transactions via ATM and/or any member institutions of Visa, MCI and/or JCB whereupon the exchange rates (if applicable) imposed for such cash withdrawals shall be the prevailing exchange rates determined by the Bank at its sole discretion from time to time. The Cardholder shall be fully responsible for ensuring that such transactions shall not violate the laws existing in the country where the transactions are carried out.
 - (b) Finance charges will accrue on each cash advance from the date of the advance until repayment in full at the maximum rate of 1.5% per month, which is equivalent to 18% per annum (or such rate as the Bank may at its sole discretion decide if approved by Bank Negara Malaysia), which rate shall be notified to the Cardholder in the Cardholder's Statement or otherwise in writing from time to time. A cash advance fee shall be assessed on the amount of each cash advance at the rate of 5.0% of the amount drawn (subject to a minimum of RM15.00) and shall be charged to the MasterCard. Visa Card and/or JCB Card Account. The

- cash advance fee may be specified in the Statement and may be varied by the Bank from time to time after giving the Cardholder twenty one (21) calendar days notice before the effective date of implementation.
- (c) The Cardholder may request the Bank to transfer funds from his MasterCard, Visa Card and/or JCB Card Account to any of his other accounts held with the Bank. In addition to the foregoing, the Cardholder irrevocably authorizes the Bank (without having to seek the Cardholder's prior consent) to debit and transfer funds from his MasterCard, Visa Card and/or JCB Card Account to any of his other accounts held with the Bank to honour cheques, settle any debit transactions and/or generally to place such account into funds where such account has insufficient funds whether due to the termination of an overdraft facility or otherwise. The Bank may (but shall not be obliged to) transfer funds as aforesaid. Funds transferred pursuant to this clause will be treated as a cash advance to the Cardholder.
- (d) The Cardholder agrees to be liable for all cash advances performed through the Card regardless of whether such withdrawals are performed within or outside the assigned credit limit.

Finance Charges

- 13. (a) (i) As permitted under Bank Negara Malaysia's guidelines dated February 12, 2009 (or such other guidelines which are issued from time to time) issued pursuant to Section 70 of the Payment Systems Act 2003, the Bank shall impose finance charges on the Cardholder's outstanding balance (and in respect of new retail transactions, finance charges shall commence from the date the retail transactions are posted to your MasterCard, Visa Card and/or JCB Card Account) subject to the following current maximum rates:-
 - (aa) 1.25% per month, which is equivalent to 15% per annum, on the total outstanding balance where Cardholders have promptly settled their minimum payment due for twelve (12) consecutive months;
 - (bb) 1.42% per month, which is equivalent to 17% per annum, on the total outstanding balance where Cardholders have promptly settled their minimum payment due for at least ten (10) months in a twelve (12) month cycle;
 - (cc) 1.5% per month, which is equivalent to 18% per annum, on the total outstanding balance where Cardholders do not come within either (aa) or (bb) above.
 - (ii) Notwithstanding 13(a)(i) above, if the Cardholder has fully settled the preceding month's outstanding balance as evidenced by the current month's Statement, the Cardholder will enjoy a "interest free period" for at least twenty (20) calendar days commencing from the date of the current month's Statement where such Retail Transactions are posted to the MasterCard, Visa Card and/or JCB Card and finance charges will not be levied on any new Retail Transactions for such "interest free period". For those Cardholders who have not fully settled the preceding month's outstanding balance, they will not enjoy the "interest free period" as aforesaid. Retail Transactions shall mean transactions other than cash advances and betting or gaming transactions.
 - (iii) Subject to Clause 11(b) hereof the Cardholder may choose not to settle the New Balance in full in which case the Cardholder must, on or before the due date specified in such Statement ("<u>Due Date</u>"), pay not less than the minimum payment due calculated at 5% of the New Balance or RM50.00 whichever is higher.

- (iv) Any unpaid balance together with any accrued and unpaid finance charges, administrative charges and any other applicable charges as at the Due Date shall be capitalised and shall be subject to the finance charges until full repayment of the outstanding amounts.
- (v) The finance charges shall be chargeable on the balance that remains outstanding in the account from the preceeding monthly billing statement date, which shall be calculated on a daily rest basis.
- (vi) If the New Balance exceeds the prescribed credit limit assigned in respect of the Cardholder, the Bank may at anytime require the Cardholder to forthwith pay the entire amount by which the said prescribed credit limit is exceeded ("amount in excess of the prescribed credit limit"). Until the Bank requires the Cardholder to pay the amount in excess of the prescribed credit limit, the Cardholder shall pay the minimum payment due as specified in Clause 13(a)(iii) hereof.
- (b) All payments for the purchases of goods and/or services and cash advances effected by the use of the Card and all annual fees, handling charges, additional charges, finance charges and/or late payment charges and any other applicable fees and charges will be debited to the MasterCard, Visa Card and/or JCB Card Account in the billing currency and shall be reflected in the Statement.

Changes in Finance Charges and Other Charges

- 13A.(a) In amplification and not in derogation of the Bank's rights contained in Clause 25, the Bank shall be entitled at its sole discretion at any time and from time to time to vary the rates or method of calculation of finance charges, annual fees, handling charges, minimum payment due, late payment charge and any other applicable fees or levies provided for herein by giving twenty one (21) calendar days prior notice to the Cardholder. Notification to the Cardholder of the change and the effective date of any such change shall be by way of posting a notice in the Bank's banking halls and on the Bank's website. Where practicable, in addition to the aforesaid means of communication, the Bank may also notify the Cardholder through any of the following means:-
 - by way of a single publication in one or more newspaper of the Bank's choice of such changes and its effective date of change; and/or
 - (ii) by posting an insertion in the Bank's statement of account of such changes and its effective date of change; and/or
 - (iii) by posting a notice of such changes and its effective date of change to the Cardholder by way of an ordinary or registered post; and/or
 - (iv) by sending notice of such changes and its effective date of change by SMS or electronic mail to the Cardholder.
 - (b) The communication made by the Bank hereunder shall be deemed to have been received by or communicated to the Cardholder:-
 - on the date of posting of the notice in the Bank's banking halls and website; and/or
 - (ii) on the date of first publication in any newspaper of the Bank's choice if communication is made or effected by the Bank in accordance with the provision of Clause 13A(a)(i) above; and/or
 - (iii) three (3) calendar days after the date of posting of the Bank's statement of account to the Cardholder if communication is made or effected by the Bank in accordance with the provision of Clause 13A(a)(ii) above; and/or

- (iv) three (3) calendar days after the date of posting of the notice to the Cardholder by ordinary or registered post if communication is made or effected by the Bank in accordance with the provision of Clause 13A(a)(iii) above; and/or
- (v) on the date the notice of such changes are sent by SMS or electronic mail to the Cardholder or the date such notice of changes are posted to the Bank's website Bank in accordance with the provision of Clause 13A(a)(iv) above.

The failure of the Bank to give any notice to the Cardholder regarding the variation shall not relieve the Cardholder from his obligation to pay the finance charges, annual fees, handling charges, minimum payment due, late payment charge and any other applicable fees or levies at the varied rate(s) or at the varied methods of calculation. The decision of the Bank as to the rate of interest chargeable at any time on the Cardholder's MasterCard, Visa Card and/or JCB Card Account or the method of calculation thereof shall be final and conclusive and shall not be questioned on any account whatsoever.

Late Payment Charges

- 14. (a) Notwithstanding Clause 13(a)(iii), if the Cardholder fails to make the minimum payment due on the due date, a late payment charge of 1% on the total outstanding balance (subject to a minimum of RM10.00 and a maximum of RM100.00 or such other limit which the Bank may decide provided that such limits decided by the Bank do not exceed those prescribed by the Applicable Laws and Regulations) will be charged for each month that the minimum payment due is not paid. This late payment charge is imposed by way of liquidated damages and not as a penalty and shall be payable before, as well as after any court order or judgement. The Bank shall however grant the Cardholder a grace period of four (4) calendar days after the payment due date where the payment due dates fall on a weekend or a public holiday.
 - (b) Upon the termination of the use of the Card, a late payment charge will continue to be charged.

Account Closure

15. The Bank shall close the Cardholder's MasterCard, Visa Card and/or JCB Card Account immediately upon the receipt of a closure request from the Cardholder or upon the termination of the use of the Card or at any such other time as it deems fit upon adequate prior notice to the Cardholder without being subjected to any fees and charges imposed by the Bank on the Cardholder. In connection with such closure the Bank, shall arrange for a refund to the Cardholder of the balance in such account(s), if any, within thirty (30) calendar days by way of Cashier's Order or Bank Draft to be sent by post or by any other means or such other mode of payment as determined by the Bank.

Application of Payments

16. All payments to the Bank must be made in the billing currency. Payments by the Cardholder to the Bank shall not be considered to have been made until the relevant funds have been received for the value by the Bank. All payment by cheques must include inland exchange commission where applicable. Failure to include such inland exchange commission shall entitle the Bank to debit the Cardholder's MasterCard, Visa Card and/or JCB Card Account or exercise its right of set-off as the Bank deems fit. Payments made by the Cardholder to the Bank whether by direct debit from the Cardholder's Other

Accounts or otherwise will be applied to settle those balances (i.e. items appearing in the Statement) attracting the highest interest first. The Bank is irrevocably authorized (but not obliged to) transfer payments from one credit card account to another credit card account (for all accounts within the same principal Cardholder) to regularize any outstanding arrears in the other accounts.

Waiver

- 17. (a) The Bank's acceptance of late payments or partial payments or cheques or money orders marked as payment in full or waiver by the Bank of its rights or includgence to the Cardholder shall not operate to prevent the Bank from enforcing any of its rights under this agreement to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of this agreement in any respect.
 - (b) The rights of the Bank hereincontained are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights under any applicable law. The rights of the Bank herein contained shall not be capable of being waived or varied, otherwise than by an express waiver or variation in writing, and in particular, any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on its part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

Payment by Cheques

18. Cheques sent by the Cardholder as payment and which have been subsequently dishonoured may be returned by messenger or by courier or by post to the Cardholder at the Cardholder's own risk and expense. The Bank shall not be responsible nor liable to the Cardholder in the event the dishonoured cheques are lost in transit.

Prepayment

- 19. (a) In the event the Cardholder pays the Bank any amount exceeding the New Balance ("prepayment"), the Bank may at any time at its absolute discretion be entitled to verify the source of the funds of the prepayment. Subject to the Bank having satisfied itself with the verification, the Bank, without any prejudice to any other right of the Bank under this Agreement, may apply the prepayment towards the Cardholder's payment obligation for purchases and transactions effected by the Card. Pending the Bank's verification of the source of the funds of the prepayment:-
 - the Bank reserves the right to suspend the use of the Card and/or decline any transaction attempted on the Card by the Cardholder after the prepayment; and
 - (ii) any sum standing to the credit of the MasterCard and/or Visa Card and/or JCB Card Account as a result of the prepayment shall not be refundable to the Cardholder.
 - (b) In the event that the source of funds from the prepayment is from another financial institution by way of a "balance transfer" arrangement or otherwise and such prepayment results in a sum standing to the credit of the MasterCard and/or Visa Card and/ or JCB Card Account, the Bank may at its sole discretion refund to such financial institution such sum standing to the credit of

the MasterCard and/or Visa Card and/or JCB Card Account. Any amount in credit shall not be released to the Cardholder but shall be utilised towards the settlement of monies due under the MasterCard and/or Visa Card and/or JCB Card Account from purchases and transactions effected by the use of the Card.

Supplementary Cards

- 20. (a) The Bank may issue a Supplementary Card to any person nominated by the Cardholder as Supplementary Cardholder and approved by the Bank as such provided that the use of a Supplementary Card by the Supplementary Cardholder is subject to the same terms and conditions herein. Upon termination of use of the Card under any circumstances or at the request of the Cardholder, the use of all Supplementary Cards shall also be terminated. The termination of the use of a Supplementary Card will not terminate the use of the Card provided that full payment is made on the New Balance of the Supplementary Card's Account and the Cardholder must on or before the due date specified, pay not less than the specified minimum payment of the MasterCard and/or Visa Card and/or JCB Card Account.
 - (b) Notwithstanding that the Supplementary Card may bear a different MasterCard, Visa Card and/or JCB Card Account number and that a separate Statement may be issued to the Supplementary Cardholder, the Cardholder shall be jointly and severally liable to the Bank for the use of the Card and the Supplementary Card, including all amounts incurred arising from the use of the Card and the Supplementary Card, issued pursuant to this application or at any time thereafter at the Cardholder and/or the Supplementary Cardholder's request. Notwithstanding anything contained herein to the contrary, the Supplementary Cardholder shall not be liable to the Bank jointly and/or severally, for the debts or amounts incurred by the Cardholder and/or other Supplementary Cardholder(s) from the use of the Card and the Supplementary Card(s).
 - (c) All the terms and conditions applicable herein to the Cardholder shall apply mutatis mutandis (that is, with the necessary changes) to the Supplementary Cardholder and for such purpose the term "Cardholder" and the "Card" shall be read and construed as if the terms "Supplementary Cardholder" and "Supplementary Card" were substituted thereof.

Set-Off

21. The Cardholder agrees that the Bank may, by giving the Cardholder seven (7) calendar days prior notice, combine or consolidate all or any account(s) of the Cardholder with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency or set-off or transfer any sum standing to the credit of any such account(s) including a joint account with a Supplementary Cardholder in or towards discharge of all sums due to the Bank now or hereafter under any account(s) of the Cardholder and or the Obligors with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency and may do so notwithstanding that the balances on such account(s) and the sums due may not be expressed in the same currency and the Cardholder hereby authorizes the Bank to effect any such combination consolidation set-off or transfer with the necessary conversions at the

Bank's prevailing exchange rates which shall be determined by the Bank at its sole discretion. In this regard the Bank may concurrently earmark any available funds in the Cardholder's deposit accounts against the Cardholder's outstanding balance upon the issuance of the notice to the Cardholder.

Legal Costs and Indemnity

22. The Cardholder shall be liable to pay the Bank all legal costs (including but not limited to legal costs on a solicitor and client basis), charges and expenses which the Bank may incur in enforcing or seeking to enforce this Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Cardholder. The Cardholder further undertakes to hold the Bank harmless and to indemnify the Bank against any liability for loss, damage, costs and expenses (legal or otherwise) which the Bank may incur by reason of the provisions herein or in the enforcement of its rights hereunder.

Force Majeure

23. Without Prejudice to any of the provisions of this Agreement, the Cardholder agrees not to hold the Bank liable in the event that the Bank is unable to perform in whole or in part any of its obligations under this Agreement, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond the Bank's control or due to any factor in a nature of a force majeure. Any inability to meet a payment due by the Cardholder to the Bank because of lack of funds will in no circumstances be treated as an event of force majeure. In the event that the Bank is not able to furnish the Cardholder with a Statement pursuant to the provisions of this Agreement for any period of time, the Cardholder's liability for finance charges and other charges shall nevertheless continue to accrue and for the purpose of computing the interest payable to the Bank or establishing the due date for payment of interest and principal, the Bank may select any day of the month as the monthly statement date.

Bank Not Liable For Acts of Merchants and Other Third Parties

- 24. (a) The Bank shall not be responsible for the refusal of any merchant or member institution of Visa, MCI and/or JCB to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any merchant. Any complaint by the Cardholder must be resolved directly with the merchant or the member institution of Visa, MCI and/or JCB concerned and no claim against the merchant or member institution of VISA, MCI and/or JCB may be set-off or counter-claimed against the Bank. Furthermore the Cardholder agrees to be liable for the amounts incurred and will not withhold payment to the Bank on account of any such complaint or under any circumstances whatsoever. Goods and services obtained against the Card shall not be exchanged or returned for a cash refund but a credit voucher shall be issued by the merchant for this purpose. Upon receipt of any credit voucher the Bank shall credit the same into the Cardholder's MasterCard and/or Visa Card and/or JCB Card Account. Unless the credit voucher issued is received by the Bank, the Cardholder shall remain liable for the amount incurred.
 - (b) In amplification and not in derogation of the aforesaid, the Bank shall not for any reason whatsoever be liable for damages suffered or loss incurred by the Cardholder under any circumstances whatsoever whether or not such circumstances relate to or arise

out of this Agreement including but not limited to non-acceptance for any reason whatsoever of the Card by any merchant, person or body non-acceptance by any bank or any member institution of Visa, MCI and/or JCB for cash advances, rejection of the Card by any ATM, non-renewal, restriction or cancellation of the credit limits or facilities, the listing of such Card number in any cancellation lists or under any circumstances wherein the Bank shall be obliged to act reasonably to protect its rights under the provisions of this Agreement.

Amendments

- 25. (a) The Bank reserves the right to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("the Amendment") any of these terms and conditions at any time and from time to time upon giving twenty one (21) calendar days prior notice and they shall become effective on such date as the Bank may elect to adopt. At the sole and absolute discretion of the Bank, notification of the Amendment may be effected by any one of the following means of communication:-
 - by dispatching the same to the Cardholder by courier or hand; and/or
 - (ii) by posting a notice in the Bank's premises stating such changes and its effective date of change; and/or
 - (iii) by way of a single publication in one or more newspaper of the Bank's choice of such changes and its effective date of change; and/or
 - (iv) by posting an insertion in the Bank's statement of account of such changes and its effective date of change; and/or
 - (v) by posting a notice of such changes and its effective date of change to the Cardholder by way of an ordinary or registered post; and/or
 - (vi) by sending notice of such changes and its effective date of change by SMS or electronic mail to the Cardholder or by posting the notice of such changes and its effective date of change on the Bank's website.

Communication to the Cardholder by any one of the above mode of communication shall be deemed to have been received by or communicated to the Cardholder in accordance with the provisions of Clause 13A(b) and in the case where notice of the Amendment is dispatched to the Cardholder by courier or hand on the day of delivery.

Such changes will apply on the effective date specified by the Bank and will apply to all outstanding balances in the MasterCard, Visa Card and/or JCB Card Account. Retention or use of the Card after the effective date of any change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardholder.

(b) This Agreement (with all ancillary agreements as from time to time amended by the Bank) contains, and is intended as, a complete statement of all of the terms and arrangements between the parties hereto with respect to the matters provided for herein, and supersedes any previous agreements and understandings between the parties hereto with respect to any such matters.

Severability

 If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law, the validity, legality and

enforceability of the remaining provisions shall not in any way be affected or impaired.

Disclosure

- 27. The Cardholder hereby expressly give its consent to and authorises the Bank as and when the Bank may at its sole and absolute discretion deem fit and necessary to do the following things hereinafter set forth without reference to the Cardholder:-
 - (a) to give, produce, divulge, reveal, publish or otherwise disclose, or make a record of the Cardholder's personal particulars submitted to the Bank and any other information relating to the MasterCard, Visa Card and/or JCB Card Account and the Cardholder's Other Accounts and the Card numbers of the new renewed or replaced MasterCard, Visa Card and/or JCB Card and any other information relating to the use of the Card or any transaction effected or to be effected through the use of the Card and such other information or document whatsoever relating to the Cardholder's affairs or accounts (including the statement of accounts in relation thereto) and any other credit facility which the Cardholder may have with the Bank to:-
 - (i) any person(s) in or outside Malaysia including but not limited to companies within the group of the Bank as well as companies within the group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia. Disclosure to Group Companies which are involved in the promotion, sale, delivery and distribution of financial products and services shall be for facilitating the operations, businesses, cross-selling and other purposes of the Bank and or the Group Companies;
 - (ii) any person who has guaranteed or may guarantee or otherwise has provided security or may provide security in relation to the use of the MasterCard, Visa Card and/or JCB Card;
 - (iii) any company, organisation, institution, association, credit bureau, credit agencies, financial institution or other entity which may be conducting a credit check on the Cardholder, the Central Credit Unit of Bank Negara Malaysia, the Biro Maklumat Cek, Central Credit Reference Information System (CCRIS) or such other authority or body established by Bank Negara Malaysia, any other body or authority (governmental or otherwise) as the Bank may deem fit under any applicable law, regulation, guidelines, regulatory requirement or directive (whether having the force of law or otherwise);
 - (iv) any person who the Bank deems necessary for the purpose of recovering any monies due and owing from the Cardholder to the Bank (including but not limited to debt collection agencies, its employees and agents);
 - (v) any merchant, any officer of the Bank and any member institution of Visa, MCI and/or JCB and/or any other person or entity having a legitimate interest in the Cardholder insofar as it relates to the use of the Card by the Cardholder; and
 - (vi) to any third parties making enquiries with a view to enter into prospective transactions with the Bank;

Notwithstanding the generality of the foregoing, the Bank acknowledges that (1) it shall not disclose the Cardholder's information to the Group Companies which are residing, situated, carrying on business, incorporated or constituted within Malaysia for purposes of cross-selling if such disclosure is objected to by the Cardholder; and (2) it shall only disclose the Cardholder's information (excluding information relating to the Cardholder's affairs or account) to third parties, including Group Companies which are residing, situated, carrying on business, incorporated

- or constituted outside Malaysia, for strategic alliances, marketing and promotional purposes, only if the Cardholder has expressly consented to such disclosure.
- (b) to lodge reports (including Police reports) and/or circulars and/or insert advertisements or publish or display notices (including any advertisements in any media) incorporating any or all of the Cardholder's personal particulars, particulars of his accounts relating to the MasterCard, Visa Card and/or JCB Card (including but not limited to the Cardholder's accounts and financial status) which the Bank may deem necessary for the purpose of recovering any monies due and owing from the Cardholder to the Bank.
- (c) to check the credit standing of an applicant for the Card and/ or the Cardholder's personal particulars, dealings and credit standing with whatsoever companies, individuals, agencies, financial institutions or other bodies and to obtain therefrom such information as may be required by the Bank, whether by way of oral communication or through documents.
- (d) to disclose to the Supplementary Cardholder the information as referred to in sub-paragraph (c) above and any information which the Bank deems fit concerning the MasterCard, Visa Card and/ or JCB Card Account and the Cardholder's Other Accounts and vice versa.

The Bank hereby disclaims all liability to the Cardholder for any loss or damage (direct, indirect, special or consequential) of any nature or embarrassment suffered by the Cardholder arising from or occasioned by the disclosure of any information or interpretation or use of information disclosed even if the information is incorrect or erroneous and whether or not the same is due to the Bank's negligence.

Further Documents

28. The Cardholder undertakes to sign such further documents as may be requested by the Bank from time to time and the Cardholder hereby expressly covenants and agrees that at the election of the Bank such further documents may be deemed to take effect retrospectively.

Service

- 29. (a) The Cardholder hereby irrevocably consents to the service of any notice under this Agreement or any court process or delivery of cheque, bank draft cashier's order or Card or any other document or item by ordinary post or by hand or by courier service to the last known address of the Cardholder in the Bank's record and such service and/or delivery shall be deemed effective two (2) calendar days after posting, if sent by post and at the time of delivery, if delivered by hand or courier. Service of court process may also be effected by any other manner permitted by the law.
 - (b) The Cardholder must promptly notify the Bank in writing of any changes in employment or business or address (office or residential) or if the Cardholder intends to be absent from Malaysia for more than thirty (30) calendar days in one stretch.

Conclusive Evidence Certificate

30. A certificate issued by an officer of the Bank as to the amount for the time being due and owing to the Bank from or by the Cardholder shall be conclusive evidence against the Cardholder in any legal proceedings. Any judgement recovered by the Bank against the Cardholder in respect of such indebtedness shall be binding and conclusive in all courts of law in Malaysia and elsewhere.

Cancellation / Suspension Because of Terrorism

- 31. In addition and without prejudice to any other rights and remedies of the Bank or the generality of any other provisions of the Agreement, the Bank shall be entitled at its sole and absolute discretion to declare that:-
 - (a) the Card shall be suspended, whereupon the same shall be suspended; and/or
 - (b) the Card or any part thereof shall be cancelled, whereupon the same shall be cancelled; and/or
 - (c) all or any principal, interest and other amounts whatsoever outstanding under the Card (whether present, future, actual or contingent) to be forthwith due and payable, whereupon the same shall become so payable

if any event or series of events whether related or not including but without limitation to any act of violence, terrorism, hostility or war, national emergency, rebellion, revolution, insurrection, usurpation or other calamity (whether occurring within or outside Malaysia or any other place the Bank may carry on business) or other change in circumstances has or have occurred which in the opinion of the Bank (which opinion shall be final and binding on the Cardholder):-

- (i) would or might render it inadvisable or impractical for the Bank to make, maintain or fund the Card facility or to continue to do so or to allow any utilisation or further utilisation of the Card facility or to comply with any of its obligations under these terms and conditions: or
- (ii) could or might affect the ability or willingness of the Cardholder to observe or comply with any obligation on the part of the Cardholder to be complied under these terms and conditions or make it improbable that the Cardholder would be able or willing to do so.

Suspense Account

32. For the purposes of enabling the Bank to preserve intact, the liability of any party, including the Cardholder once a writ of summons or summons has been issued or to prove in the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank deems fit the Bank may at any time and from time to time place and/ or keep for such time as the Bank may deem prudent any monies received, recovered or realised hereunder or under any other security or guarantee to the credit of the Cardholder as the Bank shall deem fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

Appointment of Agents

33. In amplification and not in derogation of its rights under this Agreement, the Bank shall, after giving the Cardholder seven (7) calendar days notice, have the right, at its sole discretion, to appoint an agent of its choice to collect all and any sums due to the Bank from the Cardholder under this Agreement.

Successors

34. This Agreement shall be binding upon the heirs, personal representatives and successors-in-title of the Cardholder and on the successors-in-title and assigns of the Bank.

Reconstruction of The Bank

35. The obligations and liabilities of the Cardholder shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank or of any company by which the business of Bank may for the time being be carried on and shall be available to the company carrying on that business for the time being.

Time of The Essence

36. Time wherever mentioned shall be the essence of the Agreement.

Law Applicable and Jurisdiction

37. This Agreement shall be deemed to be a contract made under the laws of Malaysia and shall for all purposes be governed by and construed in accordance with the laws of Malaysia and the parties hereto hereby agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia at Kuala Lumpur or the courts of such other competent jurisdiction as the Bank may in its sole discretion elect to submit and further agree that service of any legal process may be effected in the manner set out herein. The Cardholder waives any objections on the grounds of venue or forum non-conveniens.

Exclusion of Liability

38. The Bank shall not be liable to the Cardholder for any losses (including any loss of interest, expenses incurred, loss of contracts or profits or other consequential loss, whether direct or indirect) howsoever suffered (whether by way of the Bank's negligence (gross or otherwise), or omission or other default) in relation to the Cardholder's use of the Card including but not limited to damage or loss suffered in respect of any statement, representation or implication relating to or arising from any non-renewal or cancellation of the Card or any revocation, suspension or restriction of the use of the Card by the Cardholder.

Publication of this Agreement on Bank's Website

- 39. A copy of this Agreement is published at our website www.cimbbank.com.my (or such other website which the Bank may change from time to time by notification to the Cardholder). In the event the Bank changes or varies any terms of this Agreement, the amended and updated version will be posted on the Bank's aforesaid website.
- 40. In the event of any complaint relating to this Agreement, the Cardholder may contact the Bank's Customer Resolution Department ("CRU") bearing the following address, e-mail address, telephone and facsimile numbers (or bearing such other address, e-mail address, telephone and facsimile numbers which the Bank may change by notification to the Cardholder):-

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Customer Resolution Department

Level 17, Menara Bumiputera Commerce,

Add: No. 11, Jalan Raja Laut 50350 Kuala Lumpur Tel: 603-2619 2380

Fax: 603-2691 3248 E-mail add: CRU@cimb.com

THE CIMB ENRICH MASTERCARD CO-BRAND CARD PLAN TERMS & CONDITIONS

- The CIMB Enrich MasterCard Co-Brand Card Plan (hereinafter called the "Co-Brand Card Plan") established by CIMB BANK BERHAD (Company No.13491-P) (hereinafter called "CIMB") in conjunction with Malaysian Airline System Berhad (hereinafter called "MAS") shall be subject to the terms and conditions hereinafter set out.
- For each transaction for payment of the purchase of goods and/ or services at any merchant, Co-Brand Cardholders (hereinafter called "<u>Cardholders</u>") will earn Enrich Miles to be credited into the Cardholder's Enrich account with MAS.
- In addition to Enrich Miles earned on the transactions, selected participating merchants ("<u>CIMB Enrich Partners</u>") will offer Cardholders a discount on the purchase of goods and/or services which discounts will be converted into Enrich Miles and credited into the Cardholder's Enrich account with MAS.
- Enrich Miles credited into the Cardholder's Enrich account with MAS may only be used towards redemptions made under the Enrich program subject to such terms and conditions which may be imposed by MAS.
- 5. The number of Enrich Miles earned or discounts granted for each transaction shall be determined by the respective CIMB Enrich Partners and may vary between different CIMB Enrich Partners. It may also vary within each CIMB Enrich Partner's different departments/outlets. The Enrich Miles earned shall be at such rate which CIMB may determine at its sole and absolute discretion from time to time and CIMB reserves the right to vary the rate at any time and from time to time upon giving adequate prior notice to the Cardholders. CIMB shall use its best endeavours to cause the Enrich Miles to be credited to the Cardholder's Enrich account with MAS at the end of the calendar month following the statement date relating to the Co-Brand Card. CIMB may however vary the date and the frequency of the crediting of the Enrich Miles at its sole and absolute discretion.
- 6. CIMB reserves the absolute right and discretion at any time without having to assign any reason to the Cardholder and without liability to the Cardholder to suspend indefinitely, cancel and/or terminate the Co-Brand Card Plan upon giving adequate prior notice. Without limiting the generality of the foregoing provisions CIMB will not be liable for the suspension, cancellation or termination of the Co-Brand Card Plan or any benefits available thereunder in the event MAS or any of CIMB's relevant CIMB Enrich Partners retract or revoke any benefits or offers made under the Co-Brand Card Plan. During special promotions or sales periods, MAS and CIMB's relevant CIMB Enrich Partners reserve the right, without having to give prior notice to the Cardholders, to suspend all or any of the benefits available under the Co-Brand Card.

- In relation to the redemption of the Enrich Miles or any enquiries or dispute relating to the Cardholder's Enrich account with MAS, the Cardholder shall contact MAS and liaise directly with MAS in this regard.
- In relation to any enquiries or disputes arising from or relating to the Co-Brand Card, the Cardholder shall contact and liaise directly with CIMB in this regard.
- 9. If the Cardholder's Co-Brand Card is terminated, the Cardholder will not be entitled to Enrich Miles earned on transactions carried out on the Co-Brand Card which have not been credited into the Cardholder's Enrich account with MAS and such Enrich Miles earned will be cancelled. If the Cardholder's Co-Brand Card or account relating thereto is temporarily suspended, Enrich Miles earned on transactions carried out on the Co-Brand Card which have not been credited into the Cardholder's Enrich account with MAS will not be credited into the Cardholder's Enrich account with MAS but will continue to accumulate and only be credited into the Cardholder's Enrich account with MAS when the suspension is uplifted.
- Enrich Miles earned cannot be used for gift redemption, annual fee waiver or transfer to other generic card accounts. Enrich Miles have no monetary value and are not transferable nor exchangeable for cash.
- Enrich Miles earned by any Co-Brand Card supplementary Cardholder will be transferred to the account of the principal Co-Brand Cardholder and credited to the principal Cardholder's Enrich account with MAS.
- 12. In respect of internet transactions, the Co-Brand Card may only be used to carry out internet transactions on the MAS website. For other internet transactions the Cardholder will be required to first register for the MasterCard® SecureCode™ service in accordance with the terms and conditions set out in the CIMB Cardholder Agreement.
- 13. In the event any transactions are required to be reversed or cancelled on the Co-Brand Card which shall be determined at the sole discretion of CIMB without incurrence of any liability by CIMB, CIMB reserves the right at its sole and absolute discretion to either:-
 - (a) request MAS to debit the Cardholder's Enrich account for the relevant Enrich Miles earned from the transaction which is required to be reversed or cancelled; or
 - (b) debit the Cardholder's Co-Brand Card account at the rate of RM0.10 per Enrich Miles earned from the transaction which is required to be reversed or cancelled or at such other conversion rate which CIMB may determine from time to time by giving adequate prior notice to the Cardholders.
- 14. The Cardholder acknowledges that if the Enrich program is cancelled, suspended and/or withdrawn or altered in any manner detrimental to CIMB or the Cardholders, CIMB is entitled to demand for a refund of the cash equivalent of the unredeemed Enrich Miles (at the rate at which the miles were purchased by CIMB from MAS) standing to the credit in the Cardholders' Enrich account and the Cardholders are deemed to have authorised MAS to deduct such Enrich Miles standing to the credit in the Cardholders' Enrich account to enable MAS to effect the refund to CIMB. In respect of the Enrich Miles

deducted from the Cardholder's Enrich account, CIMB is not liable to reimburse any monies to the Cardholder but CIMB may (but is not obliged) at its sole and absolute discretion grant to the Cardholder bonus points in respect of any other loyalty programme which the Bank has established or identified from time to time.

- 15. Transactions carried out on the Co-Brand Card and the conversion thereto to Enrich Miles will be reflected in a periodic statement issued by CIMB to the Cardholder. The Cardholder hereby expressly covenants and undertakes with CIMB that it shall be the duty of the Cardholder to report to CIMB in writing within such time period as may be specified by CIMB in the CIMB Cardholder Agreement of any error, discrepancy or inaccuracy of any kind whatsoever indicated in the periodic statement, particularly in relation to the transactions relating to the Enrich Miles earned. In the event that the Cardholder does not within the time period specified in the CIMB Cardholder Agreement notify CIMB in writing of any such error, discrepancy or inaccuracy then the Cardholder shall be deemed to have accepted the entry therein as correct and as final and conclusive evidence of the facts contained therein and the statement shall be considered as binding against the Cardholder and the Cardholder shall thereafter be precluded from making any claims against CIMB by alleging that the said statement contains any error, discrepancy or inaccuracy.
- 16. The terms and conditions herein shall apply to and be read together with the provisions in the CIMB Cardholder Agreement. In the event of any discrepancy or inconsistency between the terms and conditions herein and those contained in the CIMB Cardholder Agreement, the terms and conditions governing the Co-Brand Card Plan shall prevail in so far as they apply to the Co-Brand Card Plan.
- 17. These Terms and Conditions shall prevail over any representations contained in any other promotional or advertising materials published or issued in relation to the Co-Brand Card.
- 18. The terms and conditions in this document shall be governed by and construed in accordance with the laws of Malaysia and Cardholders agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.
- 19. CIMB reserves the right upon giving adequate prior notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) (hereinafter called the "Amendment") any of these terms and conditions herein. Notification to the Cardholder in respect of the Amendment shall be effected at CIMB's absolute discretion through any one of the following means of communication, namely, by ordinary mail to the Cardholder's last known address or by posting a notice regarding the Amendment at each of CIMB's branches or by effecting an advertisement regarding the Amendment in one newspaper of CIMB's choice, or via CIMB's website and the Amendment shall be deemed as binding on the Cardholder as from the date of notification of the Amendment or from such other date as may be specified by CIMB in the notification.

TERMS & CONDITIONS RELATING TO REBATE AND BENEFITS AVAILABLE UNDER THE CIMB PETRONAS MASTERCARD CO-BRAND CARD

- The benefits available under the CIMB Petronas MasterCard Co-Brand Card (hereinafter called the "Co-Brand Card") established by CIMB BANK BERHAD (Company No.13491-P) (hereinafter referred to as "CIMB") in conjunction with PETRONAS DAGANGAN BERHAD (Company No. 88222-D) (hereinafter called "PDB") shall be subject to the terms and conditions hereinafter set out.
- 2. For each transaction for payment of the purchase of goods and/ or services at PDB's petrol service stations (hereinafter called the "PDB's Outlets") Co-Brand Cardholders (hereinafter called "Cardholders") will be entitled to a Rebate of 2% (hereinafter called "Rebate"). Cardholders will only be entitled to the Rebate for purchases using the Co-Brand Card routed through CIMB's system (i.e. where CIMB is the acquirer and where CIMB is contacted for each authorization request pertaining to such card transactions with CIMB providing the approval or rejection of the credit card). The Rebate shall be subject to a limit of RM50.00 per monthly statement for each Co-Brand Card. Both a Principal Cardholder and a Supplementary Cardholder shall be entitled to the Rebate subject to a limit of RM50.00 per monthly statement, respectively.
- 3. For all other retail transactions for payment of the purchase of goods and/or services at any other participating merchant (save and except for any other petrol station outlet) Cardholders will be entitled to a Rebate of 0.5%. CIMB however reserves the right to vary the rate or the limit of all Rebates at any time and from time to time, upon giving adequate prior notice to the Cardholders.
- 4. All Rebates shall be credited into the Cardholder's credit card account on the month that the relevant payment transaction is reflected in the Co-Brand Card statement issued by CIMB. Rebates for all transactions incurred on the date of issuance of the Co-Brand Card statement shall be credited into the Cardholder's credit card account the month following the Co-Brand Card Statement reflecting such payment transactions. CIMB may however vary the date and the frequency of the crediting of the Rebate at its sole and absolute discretion. If any transactions are disputed or alleged to be fraudulent, the Rebate earned on such transactions may be reversed or cancelled by CIMB at its sole and absolute discretion.
- All Rebates afforded to the Cardholder are in lieu of bonus points and/or any other rewards usually associated with the Co-Brand Card unless otherwise expressly stated.

- 6. CIMB reserves the absolute right and discretion at any time without having to assign any reason to the Cardholder and without liability to the Cardholder to suspend for a definite period or indefinitely, cancel and/or terminate the Rebate or other benefits available under the Co-Brand Card upon giving adequate prior notice. Without limiting the generality of the foregoing provisions CIMB will not be liable for the suspension, cancellation or termination of the Rebate granted or any benefits available thereunder.
- 7. The terms and conditions herein shall apply to and be read together with the provisions in the CIMB Cardholder Agreement. In the event of any discrepancy or inconsistency between the terms and conditions herein and those contained in the CIMB Cardholder Agreement, the terms and conditions governing the benefits of the Co-Brand Card herein set out shall prevail in so far as they apply to the Co-Brand Card.
- 8. These Terms and Conditions shall prevail over any representations contained in any other promotional or advertising materials advertising the Co-Brand Card.
- The terms and conditions in this document shall be governed by and construed in accordance with the laws of Malaysia and Cardholders agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.
- 10. CIMB reserves the right upon giving adequate prior notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) (hereinafter called the "Amendment") any of these terms and conditions herein. Notification to the Cardholder in respect of the Amendment shall be effected at CIMB's absolute discretion through any one of the following means of communication, namely, by ordinary mail to the Cardholder's last known address or by posting a notice regarding the Amendment at each of CIMB's branches or by effecting an advertisement regarding the Amendment in one newspaper of CIMB's choice, or via CIMB's website and the Amendment shall be deemed as binding on the Cardholder as from the date of notification of the Amendment or from such other date as may be specified by CIMB in the notification.

TOUCH 'N GO ZING TERMS AND CONDITIONS

Where the Touch 'n Go Facility is made available by Touch 'n Go Sdn. Bhd. and either:-

- i) incorporated into any credit cards issued by CIMB Bank Berhad; or
- (ii) the Touch 'n Go Facility is made available by separate Zing cards issued in conjunction with credit cards issued by CIMB Bank Berhad,

the use of such credit cards and the separate Zing Cards in connection with use of the Touch 'n Go Facility shall also be subject to the following terms and conditions:-

Definitions

- (a) "Auto Reload Function" means the feature in the TNG Facility which automatically tops up the stored monetary value in the TNG Chip with the Auto Reload Value (at toll lanes operated by the Service Providers or any other locations which TNGSB and/or CIMB may specify) when the stored monetary value falls below the Preset Threshold.
- (b) "Auto Reload Value" means the sum of RM100.00, RM200.00 or RM300.00 which may be selected by the Cardholder or such other sum which may be varied from time to time by TNGSB and CIMB, that will be added onto the TNG Chip for the Combi Card and/or Zing Card when the monetary value stored in the TNG Chip for the Combi Card and/or the Zing Card falls below the Preset Threshold.
- (c) "Cardholder" means the person registered as a holder of a Principal Card, Combi Card and/or a Zing Card.
- (d) "Cardholders Agreement" means the agreement between CIMB and the Cardholder that governs the issue and use of the Principal Card.
- (e) "CIMB" means CIMB BANK BERHAD [13491-P] a company incorporated in Malaysia having its registered office at 5th Floor, Bangunan CIMB, Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur and place of business at Level 2, Menara SBB, 83 Medan Setia 1, Plaza Damansara, Bukit Damansara, 50490 Kuala Lumpur and includes its successors-in-title and assigns.
- (f) "Combi Card" means a Principal Card which has incorporated therein a TNG Chip.
- (g) "Inactive" when used in relation to a Combi and/or Zing Card means a card with no Card Transaction (reload or usage) for a period of 24 consecutive months
- (h) "Preset Threshold" means the minimum value of RM50.00 (or such other amount as TNGSB may determine from time to time)
- (i) "Principal Card" means any MasterCard or Visa Card or JCB Card or any other brand of credit card, issued to a Principal Cardholder pursuant to a Cardholders Agreement and includes the Combi Card.
- (j) "Principal Cardholder" means the person to whom and in whose name a Principal Card is issued and includes a supplementary cardholder.
- (k) "Service Providers" means the party or parties who have entered into an agreement with TNGSB whereby they will accept Touch 'n Go as a means of payment in exchange for the provision of goods and/ or services:
- (I) "TNGSB" means Touch 'n Go Sdn. Bhd. [Company No. 406400-X] a company incorporated in Malaysia having its registered office at Tower 6, Avenue 5, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, the provider of the Touch 'n Go Services, and includes its successors-in-title.

- (m) "TNG Chip" means the chip containing the TNG Facility with the Auto Reload Function embedded in the Combi Card and/or Zing Card.
- (n) "TNG Facility" means the payment facility using the electronic purse containing prepaid stored monetary value with an Auto Reload Function contained in the TNG Chip in the Combi Card and/or the Zing Card.
- (o) "Touch 'n Go Services" means any services as may be provided by TNGSB from time to time to facilitate payment by the Cardholder to Service Providers of toll, parking fees and any other charges, using the TNG Facility as a mode of payment.
- (p) "Unutilized Value" means the unutilised stored monetary value in the TNG Chip embedded in the Combi Card and/or the Zing Card.
- (q) "Zing Card" means a card bearing the name "Touch 'n Go Zing" containing the TNG Chip which has a Auto Reload Function or any other reload method, to enable the Principal Cardholder's relevant credit card account to be debited with an amount equal to the Auto Reload Value.
- (r) Unless the context otherwise requires, words not specifically defined herein shall bear the same meaning as the words specifically defined in the Cardholders Agreement.

Application

- 1.1 To obtain a Combi Card and/or a Zing Card, the applicant must complete a Credit Card Application Form and/or Zing Card Application Form (the "Application Form") and submit it to CIMB together with documents specified in the Application Form.
- 1.2 The Cardholder's acceptance of the Combi Card and/or Zing Card constitutes the Cardholder's agreement to the terms and conditions herein governing the use of the Combi Card and/or the Zing Card as the case may be.
- 1.3 The Cardholder shall inform CIMB of any changes in the particulars provided in the Application Form.
- 1.4 The Principal Cardholder shall be liable for all transactions effected under the Combi Card and/or all Zing Cards issued at the request of the Principal Cardholder.

Conditions of Use

- 2.1 A Zing Card can be issued and activated for use only if the applicant has and maintains a Principal Card.
- 2.2 The initial use of the Combi Card and/or Zing Card affirms the Cardholder's acceptance of the terms and conditions herein contained.
- 2.3 TNGSB shall honour all transactions under the Touch 'n Go Services and permit the Auto Reload Value to be loaded at the premises of the participating agents and Service Providers authorized by TNGSB, provided always that the Combi Card and/or Zing Card is valid when presented and the Cardholder and the relevant transactions are in compliance with the terms and conditions herein contained.
- 2.4 The Cardholder shall be entitled to utilize the stored value in the TNG Chip of the Combi Card and/or Zing Card towards payment for services rendered by the Service Providers provided always that the Combi Card and/or Zing Card is valid when presented and the Cardholder and the relevant transactions are in compliance with the terms and conditions herein contained.
- 2.5 The Cardholder shall be responsible for the usage of the TNG Facility and shall use the TNG Facility in accordance with the procedures, instructions, guidelines as may be prescribed by TNGSB from time to time.
- 2.6 The Cardholder shall not transfer, sell, damage or tamper with the Combi Card and/or Zing Card or the TNG Chip embedded therein.

Fee and Charges

- 3.1 Issuance fee
 - (a) No fee will be charged by CIMB for the issuance of a Combi Card and/or Zing Card upon for the time being.
 - (b) Notwithstanding the aforesaid, CIMB reserves the right to impose a issuance fee for each and every issuance of a Combi Card and/ or Zing Card or for any replacement Combi Card and/or Zing Card from time to time upon giving adequate prior notice to the Cardholder and if such issuance fee is imposed, CIMB may also vary such fee imposed upon giving the Cardholder adequate prior notice.
 - (c) If a fee is imposed, CIMB is hereby expressly authorized to debit from the Principal Cardholder's relevant credit card account all monies required towards settling all fees and charges due to CIMB and/or TNGSB (including increased fees and charges) without prior notice to the Principal Cardholder or Cardholder.

Expiry of Cards

3.2 All Combi Cards issued are subject to an expiry date of five (5) years and all Zing Cards issued are subject to an expiry date of ten (10) years. Upon expiry thereof, the TNG Chip in the Combi Card and the Zing Card shall be totally incapacitated and any value remaining therein shall be refundable to the Cardholder in accordance with Clause 3.4.

Touch 'n Go Auto Reload Fee

3.3 (a) For each successful auto reload, the following auto reload fee will be charged by TNGSB and debited to the relevant credit card account of the Principal Cardholder with CIMB:-

RM1.50 for a RM100 auto reload:

RM2.00 for a RM200 auto reload: and

RM3.00 for a RM300 auto reload.

In respect of Combi Cards and the CIMB Touch n' Go Visa card (i.e. co-brand card between TNGSB and CIMB) no auto reload fee is imposed. The auto reload denomination shall be fixed at the time the Combi Card and/or Zing Card is applied for and any request for the alteration of the auto reload denomination shall require the surrender of the existing Combi Card and/or Zing Card in exchange for a replacement Combi Card and/or Zing Card, as the case may be, incorporating the altered auto reload denomination.

(b) TNGSB and CIMB reserves the right to vary the auto reload method and any auto reload fee payable from time to time and to impose an auto reload fee where none was previously imposed, by giving the Principal Cardholder adequate prior notice of such variation or imposition.

Processing Fee for Refund of Unutilized Value

- 3.4 Refunds of Unutilized Value may be made by TNGSB to the Principal Cardholder, subject always to the following conditions:
 - (a) receipt by CIMB of a request from the Principal Cardholder for refund by way of fax or letter or through the telephone. In the case of lost or stolen cards only, a request for the issuance of a replacement Combi Card or Zing Card may be treated as a request for a refund of the Unutilized Value on the lost or stolen Combi Card or Zing Card as the case may be;
 - (b) a processing fee of RM5.00 will be charged by TNGSB for processing a request for a refund of any Unutilized Value. TNGSB reserves the right to vary the aforesaid processing fee at any time and from time to time:

- (c) TNGSB reserves the right to levy a maintenance fee of RM5.00 for the maintenance of the Unutilized Value at six (6) monthly intervals from the date the TNG Chip in the Combi Card and/or Zing Card is deemed Inactive;
- (d) the processing fee, maintenance fee or such other amounts chargeable to or owing by the Cardholder to TNGSB shall be deducted from the Unutilized Value before the balance thereof is refunded to the Principal Cardholder's credit card account; and
- requests for refund shall be entertained only in respect of expired, lost, stolen, forged, damaged or terminated Cards, but not in any other circumstances.

Use of the Auto Reload Facility

- 4.1 TNGSB will automatically reload onto the TNG Chip in the Zing Card or Combi Card with the Auto Reload Value when the stored monetary value in the TNG Chip falls below the Preset Threshold.
- 4.2 CIMB has the right and is hereby expressly authorised to debit the Principal Cardholder's relevant credit card account with an amount equal to the Auto Reload Value upon the occurrence of any automatic reload transaction and any other chargeable fees without prior notice to the Principal Cardholder.
- 4.3 Notwithstanding anything herein contained, CIMB shall have the right at any time to disable the Auto Reload Function in respect of any Combi Card and/or Zing Card on any ground they consider reasonable (including but not limited to cases of insufficient credit limit in the Principal Cardholder's credit card account or unsatisfactory credit conduct of the Principal Cardholder's credit card account).
- 4.4 Where the Auto Reload Function has been disabled in respect of any Combi Card and/or Zing Card, the Auto Reload Function may be reactivated with the consent of CIMB provided that the matters which resulted in the Auto Reload Function being disabled have been resolved to TNGSB and CIMB's satisfaction.
- 4.5 Reactivation of the Auto Reload Function for the Combi Card and/ or Zing Card can only be effected by the Cardholder calling CIMB's relevant call centre to request that the Auto Reload Function be reactivated. Forty eight (48) hours after the request for reactivation has been made, the Cardholder can reactivate the Auto Reload Function in the Combi Card and/or Zing Card by presenting the Combi Card and/or Zing Card at selected Touch 'n Go counters specified by TNGSB for reactivation.

Dispute On Transactions or Debit of Fees and Charges

- 5.1 In addition to and without prejudice to the provisions of the Cardholders Agreement, any dispute by the Principal Cardholder in respect of any debits made to the Principal Card must be reported to CIMB within 14 days of receipt or deemed receipt of the relevant credit card statement failing which the Principal Cardholder shall be deemed to have accepted the entries contained therein as correct and as final and conclusive evidence of the facts contained therein and binding on the Principal Cardholder.
- 5.2 Any disputes by any Cardholder in respect of any usage transactions effected to the stored value in the TNG Chip shall be brought to TNGSB's attention immediately and resolved between the Cardholder and TNGSB.

Notification of Theft, Loss & Replacement Zing Card

- 6.1 Upon receipt by CIMB of notification of a lost or stolen Combi Card and/or Zing Card, the Combi Card and/or Zing Card will be replaced with new Combi Card and/or Zing Card of zero value which will have to be subject to auto reload of the Auto Reload Value selected by the Cardholder. The unutilised balance of the invalidated Combi Card and/or Zing Card as the case may be, may be credited to the Principal Cardholder's relevant credit card account less the applicable processing fee and any sum due to TNGSB.
- 6.2 CIMB has no obligation to issue a replacement Combi Card and/or Zing Card to the Cardholder following the loss or theft of a Combi Card and/or Zing Card as the case may be.
- 6.3 All replacements of any Combi Card and/or Zing Card must be expressly authorized by the Principal Cardholder to CIMB and an issuance fee (if imposed) shall be chargeable in accordance with Clause 3.1.

Termination Procedures

- 7.1 Without prejudice to Clause 9, a Combi Card and/or Zing Card is terminated:
 - (a) when a Principal Cardholder or Cardholder as the case may be, notifies CIMB of his intention to terminate (i) the Principal Card or
 (ii) the Combi Card and/or Zing Card as the case may be, by way of phone, fax or letter; or
 - (b) when CIMB notifies TNGSB of the termination of (i) the Principal Card or (ii) the Combi Card as the case may be, by file transfer or any other mode agreed upon between CIMB and TNGSB.
- 7.2 Upon any notice of termination having been given in accordance with Clause 7.1(a) or (b) above:-
 - (a) CIMB may advise TNGSB to disable the Auto Reload Function on the Combi Card and/or Zing Card(s); and
 - (b) CIMB may advise TNGSB to disable the TNG Facility on the Combi Card and/or Zing Card(s)

at its sole and absolute discretion depending on the circumstances of the termination.

Cardholders shall remain fully liable to CIMB and TNGSB for all transactions occurring or incurred on the TNG Chip of the Combi Card and/or the Zing Card and the Principal Cardholder shall be liable for all Auto Reload Functions effected and debited to his relevant credit card account for the 24-hour period after CIMB acknowledges receipt of the notice of termination.

7.3 Where:-

- (a) the TNG Facility has been terminated in respect of any Combi Card and/or Zing Card, the Unutilized Value thereof shall be refundable to the Cardholder in accordance with Clause 3.4 hereof; and
- (b) only the Auto Reload Function in any Zing Card has been disabled or terminated, the Unutilized Value thereof shall for as long as it has not expired or been treated as Inactive, be valid for use until it has a nil stored value balance.

Transactions on Lost and Stolen Cards

- 8.1 The Cardholder is solely and fully liable for any unauthorized use of the TNG Chip in the Combi Card and/or Zing Card or if the same is lost or stolen.
- 8.2 Cardholder shall report lost or stolen cards to CIMB's Card Centre promptly to avoid incurring further fraudulent charges to the TNG Chip in the Combi Card and/or Zing Card.
- 8.3 Notwithstanding prompt notification by Cardholder, both TNGSB and CIMB shall be allowed 24 hours from the time CIMB acknowledges receipt of the Customer's notification to de-activate the TNG Chip in the Combi Card and/or Zing Card.
- 8.4 In the event of lost or stolen Combi Cards and/or Zing Cards, CIMB or TNGSB shall bear no responsibility for transactions occurring or incurred prior to the proper report having been made to CIMB and for the period of 24 hours after CIMB has acknowledged receipt of the proper report. Cardholders shall assume the risk and remain fully liable for all transactions occurring or incurred on the TNG Chip of the Combi Card and/or the Zing Card and the Principal Cardholder shall be liable for all Auto Reload Functions effected and debited to his relevant credit card account prior to the proper report having been made to CIMB and for the 24-hour period after CIMB has acknowledged receipt of the proper report.

Termination

- 9.1 The use of the TNG Chip in the Combi Card and/or Zing Card may be terminated by CIMB or TNGSB at its sole discretion if:
 - (a) the Cardholder is in breach of any of the terms and conditions herein or the Principal Cardholder is in breach of any of the terms and conditions of the Cardholders Agreement;
 - (b) the Combi Card and/or Zing Card is reported expired, lost, or stolen; forged or damaged;
 - (c) the right of the Cardholder to use the Combi Card and/or Zing Card is invalidated as herein provided;
 - (d) the TNG Electronic Payment System of TNGSB fails, is changed, improved, upgraded or modified;
 - (e) the Cardholder's Combi Card and/or Zing Card account is Inactive; or
 - (f) the Principal Card is terminated for any reason whatsoever.

Changes in Terms and Conditions

10. TNGSB and CIMB reserves the right upon giving adequate prior notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) (the "Amendment") any of these terms and conditions herein. Notification to the Cardholder in respect of the Amendment shall be effected at CIMB's and TNGSB's absolute discretion through any one of the following means of communication, namely, by ordinary mail to the Cardholder's last known address or by posting a notice regarding the Amendment at each of CIMB's branches or TNGSB's premises or by effecting an advertisement regarding the Amendment in one newspaper of CIMB's and TNGSB's choice, or via CIMB's or TNGSB's website, or at any of the Touch 'n Go sales counters and the Amendment shall be deemed as binding on the Cardholder as from the date of notification of the Amendment or from such other date as may be specified by CIMB and/or TNGSB in the notification.

Disclosures

11. In addition to and not in derogation of the rights of CIMB to make disclosures contained in the Cardholders Agreement, the Cardholders hereby authorizes CIMB to disclose any information concerning the Cardholder to TNGSB, its servants or agents to facilitate the use of the Combi Card and/or Zing Card and/or for the purpose of recovering any monies due and owing by Cardholder to CIMB and/or TNGSB.

CIMB and TNGSB Not Liable

12. Neither CIMB nor TNGSB shall be liable to the Cardholders in anyway whatsoever for any delay caused or loss or damage incurred or suffered by the Cardholders due to the failure of the Auto Reload Function in respect of any Combi Card and/or Zing Card for any reason whatsoever or the refusal by any of the Service Providers to accept the Combi Card and/or Zing Card or Touch 'n Go as a means of payment in exchange for the provision of goods and/or services even though such failure or refusal is caused by CIMB's or TNGSB's negligence, gross negligence or default. Cardholders shall at all times ensure that they have alternative means of effecting payment for the provision of goods and/or services by the Service Providers.

TNGSB Liable for stored monetary value in TNG Chip

13. Save where otherwise expressly provided in these terms and conditions, TNGSB shall be solely and exclusively liable to the Cardholders for the stored monetary value contained in the TNG Chip and Cardholders shall not hold CIMB responsible for the same.

Terms in Addition to Cardholders Agreement

- 14.1 The terms and conditions herein contained are in addition to and are without prejudice to the terms and conditions contained in the Cardholders Agreement and the use of credit cards issued by CIMB shall also be subject to the terms and conditions contained in the relevant Cardholders Agreement.
- 14.2 In the event of any conflict or inconsistency between the terms and conditions herein contained with the terms and conditions contained in the Cardholders Agreement, CIMB's decision as to which terms and conditions should prevail shall be final and conclusive.
- 14.3 These Terms and Conditions shall prevail over any representations contained in any other promotional or advertising materials published or issued in relation to the Touch 'n Go Facility.
- 14.4 The terms and conditions in this document shall be governed by and construed in accordance with the laws of Malaysia and Cardholders agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.

AIR FLIGHT TRAVEL PA INSURANCE TERMS & CONDITIONS

Important Notice

This Insurance for the Cardholders is gratuitous for the benefit of the CIMB Cardholders and shall not in any way be treated as creating any legal relationship between CIMB Bank Berhad (the Policyholder) and the Cardholders. In no event shall the Policyholder be under any liability of any kind whatsoever or howsoever arising. Further, the Policyholder shall in no event be under any liability by reason of anything done or omitted to be done by the Policyholder or any of its employees, servants or agents in connection with or relating to the Master Policy, and the Policyholder does not accept any responsibility for nor give any warranty whatsoever as to the validity of the Master Policy or in connection with the rights of the insured person or any person thereunder. Every Cardholder shall be deemed to have accepted the contents of the Master Policy and be bound thereby.

Any claimant shall observe the contents of the Master Policy in order not to prejudice any claim under it. No claimant shall have any right of recourse or action against the Policyholder.

This Insurance is for the benefit of CIMB Bank Cardholders (the Insured Person) under a Master Policy issued by Allianz General Insurance Company (Malaysia) Berhad ("Allianz") to CIMB Bank Berhad (the Policyholder), a copy of which is available for viewing at Allianz's office at Suite 3A-15, Level 15, Block 3A, Plaza Sentral, Jalan Stesen Sentral 5, Kuala Lumpur Sentral (Tel: 2264 1188 Fax: 2264 1199) or at Allianz's Customer Contact Centre, Ground Floor, Block 2A, Plaza Sentral, 50470 Kuala Lumpur (Tel: 2264 0700 Fax: 2264 0602 Toll Free: 1-300-88-1028) or at its website.

This brochure is an extract of and subject to the contents of the Master Policy. Any change, amendment or endorsement (including cancellation) of the Master Policy shall be binding on the Cardholder after adequate notice is given by Allianz.

Definitions of Words

For the purpose of this Policy:

- 1. Insured Person shall mean:
- 1.1 Under Sections I & II the **Cardholder** or any one of his **Family Members** as defined herein.
- 1.2 Cardholder shall mean:
 - the holder of a valid, active and unexpired Card issued by the Policyholder in Malaysia who has not attained the age of sixtyfive (65) years;
 - and who at the time of a covered claim or loss is still a bona fide Cardholder and the Card Account is billed from Malavsia.
 - a Cardholder for the purposes of this Policy shall exclude a Delinquent Cardholder.
 - Delinquent Cardholders shall mean Cardholders who have not made any payment for their credit card purchases in the last 1 month from the due date as stated in the statement issued by the Policyholder.

- 1.3 **Family Members** shall mean the following:
 - (a) the Cardholder's legally married spouse who has not been legally separated or divorced from the Cardholder and who has not attained the age of sixty-five (65) years, and
 - (b) all the Cardholder's legally dependent children who have attained the age of one (1) month but have not attained the age of twenty-five (25) years and are unemployed and unmarried, provided that all such members are residing in the same household and in the same Country of Residence as the Cardholder but this condition is not intended to exclude studying full time or part time.
- 2. Scheduled Flight shall mean a flight in an airworthy aircraft where the airline is listed in the official Airline Guide or ABC World Airways Guide and the air Carrier holds a certificate, licence or similar authorisation for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is operated and registered, and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times.

Such **Scheduled Flight** is regularly and continually flown on routes and at times as published in the ABC World Airways Guide as amended from time to time.

Departure times, transfers and destination points shall be established by reference to the **Insured Person's** Scheduled Flight ticket.

 Public Conveyance shall mean any land or water conveyance which is duly licensed for the regular transportation of fare-paying passengers and shall include Scheduled Flights as defined herein but shall exclude any hired or rental car or any conveyance operated for the purpose of amusement or entertainment.

SECTION I - DEATH AND PERMANENT DISABLEMENT

Operation of Insurance Coverage

The contingencies against which insurance is granted are in respect of any Injuries received or the occurrence of death during a one-way or round trip taken by the **Insured Person** between the point of departure and the destination on or after the date of the ticket purchase; provided the full and total fare for such travel has been fully charged in advance to a card maintained by the **Cardholder** with the Policyholder under the circumstances specified as follows:

- 1.1 while riding as a fare-paying passenger and not as a pilot or crew member, in or boarding or alighting from a scheduled Carrier aircraft or being struck by a Public Conveyance.
- 1.2 while riding as a fare-paying passenger in a Public Conveyance, but only
 - (a) on a direct undeviated journey to the airport for the purpose of boarding a Scheduled Flight; or
 - (b) when at the airport terminal itself; or
 - (c) when leaving an airport after alighting from such Scheduled Flight until they reach their final destination.

Schedule of Benefits

(A) Flight and Travel Accident Cover

In the event the Insured Person suffers bodily injury as defined, Allianz shall pay compensation as follows:

CIMB

Bodily injury resulting solely and independently of any other cause in

	WORLD / INFINITE / SIGNATURE / Platinum (RM) Capital Sum	Gold (RM) Capital Sum	Classic (RM) Capital Sum
Loss of life	1,000,000	500,000	200,000
Loss of both hands or both feet	1,000,000	500,000	200,000
Loss of one hand and / or one foot	1,000,000	500,000	200,000
Loss of entire sight of both eyes	1,000,000	500,000	200,000
Loss of entire sight of one eye	1,000,000	500,000	200,000
Loss of entire sight of one eye and one hand or one foot	1,000,000	500,000	200,000

DIRECT ACCESS

Bodily injury resulting solely and independently of any other cause in

	WORLD / INFINITE / Platinum (RM) Capital Sum	Gold (RM) Capital Sum
Loss of life	1,000,000	750,000
Loss of both hands or both feet	1,000,000	750,000
Loss of one hand and / or one foot	1,000,000	750,000
Loss of entire sight of both eyes	1,000,000	750,000
Loss of entire sight of one eye	1,000,000	750,000
Loss of entire sight of one eye and one hand or one foot	1,000,000	750,000

Note: The maximum for all losses paid to any one **Insured Person** is limited up to 100% of the benefit amount as specified under the Schedule of Benefit.

In respect of the **Cardholder's legally dependent children**, the amount of benefit payable is limited up to 10% of the payable benefit amount for dependent children below the age of eighteen (18) years. Legally dependent children aged between nineteen (19) to twenty-five (25) years old, shall be entitled for full amount of benefit.

In no event will duplicate or multiple cards issued by the Policyholder to the same Insured Person obligate Allianz to pay to the said Insured Person in excess of the limits stated in the Schedule of Benefits for any claim as a result of any one **Accident** covered by this Section.

Exposure And Disappearance

When by reason of an **Accident** covered by this Policy, the **Insured Person** is unavoidably exposed to the natural elements and as a result of such exposure, suffers a loss for which benefit is otherwise payable hereunder, such loss shall be covered under the terms of this Policy.

If the body of the **Insured Person** has not been found within one (1) year of the disappearance, sinking or wrecking of the Carrier in which the **Insured Person** was travelling in at the time of the **Accident**, it will be presumed subject to the terms of this Policy, that the **Insured Person** suffered loss of life resulting from bodily **Injury** caused by an **Accident** at the time of such disappearance, sinking or wrecking.

The death of the **Insured Person** shall be established by an Official Death Certificate, or in the case of a disappearance following an **Accident** or the total loss of a Carrier by a Court presuming the death.

If at any time after payment has been made by Allianz for such claim, the **Insured Person** is found to be living, the **Insured Person** shall make full refund to Allianz.

Accumulation Limit

Allianz's maximum aggregate liability shall be RM15,000,000 for any one Accident. In the event that an Accident involves more than one Insured Person and if the said limit of indemnity is insufficient to pay the full amount of indemnity for each Insured Person, then the amount payable for each Insured Person shall be pro-rated accordingly.

SECTION II - TRAVEL INCONVENIENCE BENEFIT

Operation of Insurance Coverage

 The insurance coverage for the Insured Person shall operate only when he is taking a trip during the Period of Insurance on a Scheduled Flight as a fare-paying passenger and when the entire air fare for travel on such Scheduled Flight has been fully charged in advance to a card maintained by the Cardholder with the Policyholder.

Schedule of Benefits

2.1 Flight Delay

If the Insured Person's confirmed Scheduled Flight is delayed and no alternative onward transportation is made available to the Insured Person within four (4) hours of the actual departure time of the Scheduled Flight, Allianz will indemnify the actual additional expenses necessarily and reasonably incurred for Hotel accommodation and restaurant meals and refreshments, up to the maximum limits as specified in the Schedule of Benefits provided that the Insured Person had been at the airport at the time of such flight delay.

CIMB

WORLD / INFINITE / SIGNATURE / Platinum	Gold	Classic
Up to RM1,000	Up to RM500	Up to RM250
Limit per family RM2,000	Limit per family RM1,000	Limit per family RM500

DIRECT ACCESS

WORLD / INFINITE / Platinum	Gold
Up to RM1,500	Up to RM750
Limit per family RM3,000	Limit per family RM1,500

2.2 Missed Flight Connection

If the Insured Person's confirmed onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of the Insured Person's incoming confirmed connecting Scheduled Flight and no alternative onward transportation is made available to the Insured Person within four (4) hours of the actual arrival time of his incoming flight, Allianz will indemnify the actual additional expenses necessarily and reasonably incurred for Hotel accommodation and restaurant meals or refreshments, up to a maximum limit as specified in the Schedule of Benefits provided that the Insured Person shall be at the airport at the time of such missed flight connection.

CIMB

WORLD / INFINITE / SIGNATURE / Platinum	Gold	Classic
Up to RM1,000	Up to RM500	Up to RM250
Limit per family RM2,000	Limit per family RM1,000	Limit per family RM500

DIRECT ACCESS

WORLD / INFINITE / Platinum	Gold
Up to RM1,500	Up to RM750
Limit per family RM3,000	Limit per family RM1,500

2.3 Accompanied Flight Luggage Delay

If the Insured Person's accompanied check-in flight luggage is not delivered to him within six (6) hours of the Insured Person's actual arrival at the abroad scheduled destination point of his Scheduled Flight, Allianz will indemnify the actual additional expenses necessarily and reasonably incurred at such abroad scheduled destination for emergency purchase of essential clothing and toiletries up to a maximum limit as specified in the Schedule of Benefits, provided that such flight luggage had been checked in by an authorised official of the air Carrier with which the Insured Person was travelling at the time of the occurrence.

CIMB

WORLD / INFINITE / SIGNATURE / Platinum	Gold	Classic
Up to RM1,000	Up to RM500	Up to RM250
Limit per family RM2,000	Limit per family RM1,000	Limit per family RM500

DIRECT ACCESS

WORLD / INFINITE / Platinum	Gold
Up to RM1,500	Up to RM750
Limit per family RM3,000	Limit per family RM1,500

2.4 Accompanied Flight Luggage Loss

If the Insured Person's accompanied check-in flight luggage is not delivered to him within forty-eight (48) hours of the Insured Person's actual arrival at the abroad scheduled destination point of his Scheduled Flight, such luggage will be presumed to be permanently lost and Allianz will indemnify the actual additional expenses necessarily and reasonably incurred within four (4) days at such Scheduled destination for emergency purchase of essential clothing and toiletries, up to a maximum limit as specified in the Schedule of Benefits, provided that the luggage presumed lost had been checked in by an authorised official of the air Carrier with which the Insured Person was traveling at the time of the occurrence.

CIMB

WORLD / INFINITE / SIGNATURE / Platinum	Gold	Classic
Up to RM1,000	Up to RM1,000	Up to RM250
Limit per family RM2,000	Limit per family RM2,000	Limit per family RM1,000

DIRECT ACCESS

WORLD / INFINITE / SIGNATURE / Platinum	Gold
Up to RM1,500	Up to RM1,500
Limit per family RM3,000	Limit per family RM3,000

Limit of Liability

- (a) Allianz's maximum aggregate liability shall be RM15,000,000 for any one Accident. In the event that an Accident involves more than one Insured Person and if the said limit of indemnity is insufficient to pay the full amount of indemnity for each Insured Person, then the amount payable for each Insured Person shall be pro-rated accordingly.
- (b) An Insured Person can only make one claim either for Flight Luggage Delay or Flight Luggage Loss.

General Exclusions (which apply to the whole Policy)

This Policy does not cover any claim relating to injury, illness, death, damage to property, loss, liability, costs and/or expenses of any nature whatsoever suffered or incurred directly or indirectly and caused by or contributed to, or arising from the following regardless of any other cause or event contributing concurrently or in any other sequence to the subject matter of the claim:

- (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; or
 - (ii) any act of terrorism including but not limited to:
 - a. the use or threat of force, violence and/or
 - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - (iii) any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

If **Allianz** alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured Person.

- HIV (Human Immunodeficiency Syndrome) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or any mutant derivatives, variations or treatment thereof however caused:
- 3. riot or civil commotion, lockout or threat of such event;
- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel:
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; and/or
 - (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 5. While committing or attempting to commit any unlawful act;
- 6. any consequential loss unless specified in this Policy;
- 7. any loss due to currency exchanges of any and every description;
- 8. any payment that the Insured Person would normally have made during his travel, if nothing had gone wrong;
- travelling in an aircraft (other than as a fare-paying passenger of a fully licensed and Scheduled Flight passenger carrying aircraft);
- suicide, self-injury or wilful exposure to peril (other than in an attempt to save a human life);
- the Insured Person being affected by drugs unless the drugs are taken in accordance with an authorised medical prescription (but not for the treatment of drug addiction);
- 12. solvent abuse;
- 13. under the influence of alcohol or intoxicating liquor:
- 14. pregnancy, childbirth or pre-existing physical or mental defect or infirmity;
- 15. Injury received while serving as operator or crew member or pilot of any conveyance or trade, technical or sporting activity in connection with an aircraft;

- 16. any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insured Person's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means;
- (i) permanent or temporary dispossession of luggage resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority; and/or
 - (ii) the destruction of property by order of any public authority;
- pressure waves caused by any aircraft or aerial device travelling at sonic or supersonic speed; and/or
- 19. insolvency of airline operator, ticketing agents and travel agents.

In any action, suit or other proceeding where **Allianz** alleges that by reason of the provisions above any loss, destruction or damage is not covered by this insurance the burden of proving that such loss, destruction or damage is covered shall be upon the Insured Person.

Exclusions Applicable To Section II:

- Section II under this Policy does not cover any loss or expenses directly or indirectly caused by or resulting from any one or more of the following:-
- 1.1 delay, seizure, confiscation, destruction, requisition, retention, or detention by Customs or any other Government or Public Authority or Official:
- 1.2 delay caused by Carriers or re-scheduling in Country of Residence or the delayed departure at any point in or outside the Country of Residence during the journey if Insured Person chooses to abandon the trip;
- 1.3 failure of the Insured Person to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a Property Irregularity Report;
- 1.4 failure to obtain the required passport, visa and/or any other travel documents;
- 1.5 failure of the **Insured Person** to take reasonable measures to protect, save or recover lost luggage;
- 1.6 failure to check in at the airport, station or port according to the travel itinerary given to **Insured Person**;
- 1.7 any purchases made after collection of the delayed flight luggage by the Carrier under Section II, Clause 2.3; and/or
- 1.8 loss or delay for which **Insured Person** has received replacement or compensation from the **Carrier** or any other party.

Claims Conditions

Notice of Claim

All written notice of claim must be given to

Claim Division

Allianz General Insurance Company (Malaysia) Berhad Suite 3B-8, Level 8

Jalan Stesen Sentral 5,

Kuala Lumpur Sentral

50470 Kuala Lumpur

within thirty (30) days after the occurrence of any loss covered by this Policy or as soon as reasonably possible thereafter. Written notice given by or on behalf of the Insured Person to Allianz with the information sufficient to identify the Insured Person, shall be deemed notice to Allianz.

2. Condition Precedent

The payment of claims under this Policy is dependent upon observance of its terms and conditions by the Insured Person and/or the Policyholder, in as far as they apply to the Insured Person and/or Policyholder.

3. Document

All certificates, information and evidence must be provided at the Insured Person's expense or at the expense of any other claimant in the form and nature required. In the event of death of the **Insured Person, Allianz** shall require sight of the death certificate and may require a post mortem examination at Allianz's expense.

Where Allianz has furnished the claimant with the form for filing proof of loss within thirty (30) days of the claimant's notice, written proof of loss must be furnished to Allianz within ninety (90) days from the date of loss. Failure to furnish such proof shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished at the expense of the claimant and shall be in such form and of such nature as the **Allianz** may prescribe.

The following information/proof of claim must be provided:

- (a) Copy of Identity Card/Passport of Insured Person
- (b) Copy of Credit Card of Insured Person
- (c) Copies of record of charge forms verifying that the full fare of the flight tickets were charged to the Card issued by the Policyholder to the Insured Person:
- (d) Copies of record of charge forms relating to expenses incurred for which the claim is made;
- (e) For lost or delayed luggage, a signed and dated copy of the Property Irregularity Report from the relevant airline authorities;
- (f) Written confirmation from the airlines or their licensed agents of the delayed flight departure/flight cancellation/denied boarding, and the number of hours of delay and the date/time of available flight;
- (g) Copies of airline tickets and boarding passes; and
- (h) Full details of the expenses for which reimbursement is claimed.

4. Medical examination

In the event of an Injury, the **Insured Person** shall employ the services of a registered medical practitioner (qualified and licensed to practice western medicine) and the **Insured Person** shall undergo any treatment such practitioner shall deem necessary. The **Insured Person** may have to undergo further medical examination required by **Allianz** at Allianz's expense.

5. Misrepresentation or Fraud

If any claim under this Policy shall in any respect be fraudulent or if any fraudulent means or devices shall be used by the **Policyholder** or the **Insured Person** or any one acting on behalf of the **Policyholder** or the **Insured Person** to obtain any benefit under this Policy, **Allianz** shall be under no liability in respect of such claim.

- Payment of any claim covered under this Policy shall be made in Malaysian Currency.
- Payment of claim shall be made by Allianz only after adequate proof of loss to substantiate the claim has been received and when the amount of the loss has been ascertained and agreed.

Claims Payment

Payment of any claim by **Allianz** shall be made directly to "CIMB Bank Berhad - Direct Banking & Cards" for benefits under Section I whilst payment of claims for benefits under Section II, shall be made direct to the Cardholder.

Payment of any claim covered under this Policy to the **Cardholder** or his estate, will be made after deducting the amount due to **Policyholder** and such amount due shall be confirmed in writing by **Policyholder** to **Allianz**.

An acknowledgement of receipt of the claims payments by the **Cardholder** or his estate and/or **Policyholder** as the case may be, shall be deemed to be full and final settlement and an effectual and final discharge of Allianz's liability.

No claim shall be payable for any such loss or expenses reimbursed by or recoverable from the airline or any other party.

Termination of Insurance

The insurance on an **Insured Person** shall terminate in the event of either of the following:

- a. the Insured Person dies, or
- b. the Insured Person ceases to be a Cardholder of the Policyholder, or
- c. the Insured Person becomes an Inactive Cardholder and/ or Delinquent Cardholder, or
- d. termination of the Policy, whichever is earlier.

In any action, suit or other proceeding where **Allianz** alleges that by reason of the provisions above any loss, destruction or damage is not covered by this insurance the burden of proving that such loss, destruction or damage is covered shall be upon the Insured Person.