

TERMS AND CONDITIONS

MAYBANK AMERICAN EXPRESS CHARGE CARD AGREEMENT

The issuance of the American Express Charge Card (hereinafter referred to as "the American Express Charge Card") by Malayan Banking Berhad (hereinafter referred to as "Maybank") to the Cardholder and the use of the American Express Charge Card by the Cardholder shall be subject to the following terms and conditions made known to the Cardholder at the time of application for and/or at the time of delivery of the receipt and/or use of the American Express Charge Card by the Cardholder.

1. Acceptance of American Express Charge Card

- The American Express Charge Card issued and delivered herewith by Maybank must be signed by the Cardholder immediately upon receipt thereof.
- In the event that the Cardholder does not wish to be bound by these terms and conditions, the Cardholder shall immediately return the American Express Charge Card to Maybank cut in halves.

2. The American Express Charge Card Facility

- During its currency and subject to the terms and conditions of use herein set out and as modified and stipulated by Maybank from time to time, the American Express Charge Card entitles the Cardholder to Charge Card facilities with Maybank.
- In the event that the Cardholder does not wish to be bound by these terms and conditions, the Cardholder shall immediately return the American Express Charge Card to Maybank cut in halves.

3. Manner of Use

- To effect a purchase using the American Express Charge Card from any Authorised Merchant, the Cardholder must sign on a Sales Draft prepared by the Authorised Merchant with the use of the American Express Charge Card, but the signature shall not be a condition precedent to the liability of the Cardholder in respect of the purchase transaction.
- (a) Maybank shall purchase from the Authorised Merchant all Sales Drafts incurred through the use of the American Express Charge Card and debit the Cardholder's American Express Charge Card Account accordingly.
- (b) Notwithstanding the provision set out in clause 3.1 above, the Cardholder hereby authorises Maybank to charge the Cardholder's American Express Charge Card account with payments to the Authorised Merchant evidence, that the omission is due to an oversight on the part of the Cardholder and/or the Authorised Merchant or if the Authorised Merchant has undercharged the Cardholder.
- The Cardholder shall comply with all requirements, directions, instructions and guidelines on the for use of the American Express Charge Card issued by Maybank from time to time in respect of all facilities and services rendered to the Cardholder.
- (a) Maybank shall be entitled to treat its record of transaction effected by the use of the American Express Charge Card including but not limited to transaction effected via mail order or telephone order, self service terminal, electronic commerce, point of sale terminal, the internet or any similar means or other modes that may be introduced/ implemented from time to time as evidence of a debt properly incurred by the Cardholder to be debited to the account of the Cardholder.
- (b) The Cardholder agrees that the record of Maybank of any transaction effected by the use of the American Express Charge Card shall be conclusive and binding on the Cardholder for all purposes; and
- (c) Subject to clause 7.3, the Cardholder shall be liable for all charges and advances whatsoever arising from all transactions, whether authorised or unauthorised, effected with the American Express Charge Card.
- Notwithstanding Clause 3.1 above, a purchase may also be effected by providing the Authorised Merchant the American Express Charge Card number together with such other particulars as may be recorded on the American Express Charge Card and without the requirement of the Cardholder's signature as in the case of purchases made through electronic commerce, telephone order and at specific point of sale terminals including but not limited to transactions at petrol kiosks and/or through such other modes that may be introduced/implemented from time to time.
- Notwithstanding any other provisions to the contrary herein set out, Maybank may at its sole and absolute discretion at any point of time with or without notice can decide not to renew, cancel, revoke the Charge Card or suspend or restrict the use of Charge Card by the Cardholder and/or any supplementary Charge Card upon the occurrence of any one of the following events:-
 - Use the Charge Card as payment for any illegal purchases; or
 - Use the Charge Card as payment for any unlawful transaction or
 - Use the Charge Card to purchase goods and services that will be resold i.e. "not for personal use of the Cardholder.

4. American Express Charge Card Account

- Maybank shall render to the Cardholder a monthly statement of account showing the amount of the Cardholder's purchases of goods and/or services, fees and charges incurred by the Cardholder including any payment or credit made and recorded by Maybank on the monthly statement of account.
- The records and entries in the Cardholder's American Express Charge Card Account with Maybank as appearing on the monthly statement of account shall be deemed to be correct and binding on the Cardholder unless written notice to the contrary shall have been given to Maybank within Twenty (20) days from the Closing Date of Billing Period as stated on the statement of account.
- Upon receipt of such written notice duty given by the Cardholder within the stipulated time, Maybank shall look into the Cardholder's American Express Charge Card Account to make the necessary adjustment and rectification, if any. The operation of this Clause shall not in any way affect the Cardholder's obligation under Clause 5 Provided Always that any money due to or from the Cardholder shall be credited or debited into the Cardholder's American Express Charge Card Account.

5. Payment

- Upon receipt of the Statement of Account, payment shall be made in full on or before the Payment Due Date.
- Maybank's acceptance of the late payments or partial payments marked as constituting payment in full or any waiver by Maybank of its rights or any indulgence granted shall not operate to prevent the Bank from enforcing any of its rights under this Agreement nor shall such acceptance operate as consent to the modification of any terms and conditions herein in any respect.
- All payment shall be made in the billing currency and shall not be subject to any deduction, whether for counter claim and/or set-off against the Authorised Merchant and/or Maybank whatsoever.
- The Cardholder undertakes that the Cardholder shall make satisfactory arrangement for payments of the Cardholder's American Express Charge Card Account in accordance with these terms and conditions in the event of the Cardholder's absence abroad.

6. Fees and Charges

- The Cardholder agrees to pay and authorises Maybank to debit his/her American Express Charge Card Account with the following fees and charges:
 - Late payment charges at the rate of 3.5% per month subject to a minimum of RM50 or such other rate as the Bank may specify from time to time, whichever is greater, calculated on the outstanding balance not paid in full on or before the Payment Due Date or where payment is made in full but after the Payment Due Date on the balance as at the Payment Due Date, shall be charged until repayment is made in full.
 - Late payment charges which remain unpaid after they are due shall be considered as overdue amount.
 - The Annual Fees on each card type as may be notified by Maybank from time to time. The Annual Fees Charged shall not be refundable.
 - Service charge at such rate at its discretion determine from time to time or at such rate as herein provided for its services rendered and cost and expenses incurred in respect of or arising from:
 - A service charge of RM10 for each post-dated cheque returned.
 - Production or photocopying of Sales Drafts or other documents at the request or for the purposes of the Cardholders as follows:
 - Original Sales Drafts RM15 per copy; Photocopy of Sales Drafts RM5 per copy
 - Reprinting of statement of account at RM5 per page
 - Legal fees (on a Solicitor or Client basis) and other expenses incurred by Maybank in the enforcement of Maybank's right and entitlement under this Agreement and the recovery of monies owed by the Cardholder to Maybank under the Cardholder's American Express Charge Card Account;
 - Any other fees and charges imposed by Maybank for services and facilities rendered to the Cardholder.
 - The annual RM50 and RM25 Service Tax imposed on each Basic and Supplementary Card respectively will be charged to the Card Account on the anniversary date prior to renewal. Notwithstanding the above provisions, the Bank shall entitle at its sole discretion to vary the rate of any fees, charges, late payment charges and/or the method of calculation at any time and from time to time and such variation or change may be notified by the Bank to the Company through notice in the Statement of account and/or through any other manner that the Bank deems fit and such variation or change shall take effect from the date specified in the notice described herein.

7. Possession of the American Express Charge Card

- For any card approved, the last time collection of any card must be collected by the Principal Cardholder. For supplementary card, 3rd party collection must be authorised by the Principal Cardholder.
- The American Express Charge Card shall remain the property of Maybank at all times and the Cardholder shall not transfer or otherwise part with the control or possession of the American Express Charge Card for any use or purpose unauthorised by Maybank.
- The Cardholder shall take all reasonable precautions and diligence to prevent any loss or theft of the Charge Card. In the event of any loss or theft of the Charge Card, the Cardholder shall notify Maybank, or any member of Visa International, MasterCard International or American Express by telephone, telegram or telex immediately upon discovery of such loss or theft and confirm the same in writing to Maybank. A police report shall be made by the Cardholder for the lost or stolen Charge Card and a certified true copy of the same shall be extended to Maybank immediately. Until and unless such written confirmation and the certified true copy of the police report have been received by Maybank, the Cardholder shall remain liable for all charges incurred prior thereto by the use of the Charge Card whether authorised by the Cardholder or not. Maybank may, at its sole and absolute discretion resolve that the Cardholder's liability be limited to RM250.00 for those charges incurred prior to the reporting of the lost or stolen Charge Card if the Cardholder had taken reasonable care and diligence to safeguard the Charge Card and reported the lost or theft of the Charge Card as soon as reasonably practicable provided that the Cardholder has not acted fraudulently in respect of the loss or theft of the Charge Card.
- Maybank may, at the request of the Cardholder, but without being obliged in law, replace the lost or stolen American Express Charge Card.
- The Cardholder shall return the American Express Charge Card to Maybank cut in halves immediately upon its expiry or on demand by Maybank upon its cancellation, revocation or suspension by Maybank or upon discovery of the American Express Charge Card after notification of its loss, and shall not make any further attempt to use the American Express Charge Card.

8. Supplementary Card

- At the request of the Cardholder, Maybank may, at its sole and absolute discretion, issue a supplementary card to a person nominated by the Cardholder as the Supplementary Cardholder.
- The Principal Cardholder will be responsible and liable for all charges incurred by the Supplementary Cardholder. The Supplementary Cardholder shall be liable for all charges incurred by under the supplementary card in an individual capacity. Further, the Principal Cardholder shall be liable to ensure that the Supplementary Cardholder shall observe all terms, conditions and obligations herein set out.
- The Supplementary card issued may be cancelled at the request of the Principal Cardholder in writing accompanied by the supplementary card cut in halves and returned to Maybank provided that such cancellation shall not affect the parties' rights and entitlement, duties and obligations accrued before such cancellation.

9. Default

- Notwithstanding any provision to the contrary herein set out, Maybank may at its sole and absolute discretion, at any time with or without notice decide not to renew, cancel, revoke the American Express Charge Card or suspend or restrict the use of the American Express Charge Card by the Cardholder and any supplementary card under the Cardholder's American Express Charge Card Account whereupon all monies owing to Maybank under his/her American Express Charge Card Account shall become due and payable immediately in full upon the happening of the following events or any of them:
 - If the Cardholder defaults in the payment of any monies hereby covenanted to be paid;
 - If the Cardholder breaches any of the terms of this Agreement in any way whatsoever;
 - If the Cardholder allows a petition for bankruptcy or a judgment to be rendered against him for more than thirty (30) day;
 - If a distress or execution proceedings is veiled or issued against the Cardholder's properties and is not paid off immediately;
 - If Maybank is of the view that the financial position of the Cardholder is or has become unsound and/or his/her ability to fulfill the terms of this Agreement is or has become impaired.
- Upon the cancellation of the American Express Charge Card or upon the revocation, suspension or restriction of the rights of the Cardholder or Supplementary Cardholder to use the American Express Charge Card aforesaid, the Cardholder shall, upon demand by Maybank, settle the Cardholder's American Express Charge Card Account in full as required by Maybank.
- The Cardholder hereby acknowledges that any American Express Charge Card cancelled or revoked may be placed on the Cancellation List which may be circulated to all the Authorised Merchants and all branches of Maybank.
- Notwithstanding any other provisions of this Agreement the Cardholder agrees that the Cardholder shall indemnify Maybank for any loss or damage, costs and expenses, fees and charges, which Maybank may incur in enforcing or attempting to enforce payments under Clause 5 hereof and in enforcing the terms of this Agreement that the Cardholder and/or the Supplementary Cardholder.

10. Exclusion of Liability

- Maybank shall not under any circumstances be liable for damages suffered or loss incurred by the Cardholder in respect of any statement, representation, communication or implication relating to or arising from any non-renewal or cancellation of the American Express Charge Card or any revocation, suspension or restriction of the use of the American Express Charge Card by the Cardholder or the Supplementary Cardholder including but not limited to any liability of the American Express Charge Card.
- Maybank shall not be liable for any loss or damage caused to the Cardholder arising from any act or omission of any Authorised Merchant, however caused, including any retention of and/or refusal to honour the American Express Charge Card or any statement, representation or communication made by such Authorised Merchant or any defect or deficiency in goods purchased or services rendered. The Cardholder may handle any claim or dispute directly with the Authorised Merchant and undertake not to withhold any payment under Clause 5 to Maybank upon the occurrence of such claim or dispute.

11. Overseas Transactions

- The Cardholder may use the American Express Charge Card outside Malaysia where there are Authorised Merchants.
- Foreign Currency Charges - All foreign currency charges have already been converted to Malaysian Ringgit on the date Maybank processed the charge.

US Dollar charges shall be converted directly to Malaysian Ringgit. In respect of Non-US Dollar charges, the charges shall be converted through US Dollar, by converting that Non-US Dollar amount to US Dollar and thereafter converting the said converted amount in US Dollar to Malaysian Ringgit.

The conversion rate used in the conversion of the foreign currency to Malaysian Ringgit shall be the exchange rate(s) applicable on the date American Express Incorporated and/or its affiliates processed the Charge. As agreed, unless a specific rate is required by law, the American Express treasury system shall use conversion rates based on interbank rates (selected from customary industry sources) on the business day prior to the processing date, increased by a single conversion commission of 2.5%

Where the conversion process involves two conversion as in the case of the Non-US Dollar charges, the increase by a single conversion commission of 2.5% on the conversion rate shall be applied to the conversion rate used to convert the first conversion from the US Dollar amount to US Dollar. The conversion rate applied to the subsequent conversion from the US Dollar to Malaysian Ringgit shall not be so affected by the increase of 2.5%
- Wherever applicable, the Cardholder shall authorise Maybank to take such steps to comply with the relevant Exchange Control Regulation issued by Bank Negara Malaysia in respect of any overseas transactions.

12. Miscellaneous

- RIGHT TO APPLY PAYMENT** - Any payment received from the Cardholder may be applied in the manner as Maybank may at its absolute discretion see fit.
 - RIGHT TO SET OFF AND CONSOLIDATION** - Maybank may at any time and without notice nor assigning reason thereof set off or transfer any monies standing to any sum due to Maybank under this Agreement.
 - LAW** - This Agreement between Maybank and the Cardholder shall be governed by the laws of Malaysia wherever the transaction takes place.
 - TIME** - Time wherever mentioned shall be of the essence of this Agreement.
 - WAIVER** - Notwithstanding any provision to the contrary, no failure or delay on the part of Maybank in exercising any of its rights, power or remedy hereunder shall be construed as waiver and shall not impair such rights, power or remedy.
 - PRESERVATION OF RIGHTS AND ENTITLEMENT** - Notwithstanding anything in this Agreement, Maybank's rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the American Express Charge Card by Maybank.
 - VARIATION** - The Cardholder agrees that Maybank shall be at liberty to vary, add to or amend the terms and conditions herein set out. In the event the Cardholder shall not be agreeable to such variation, addition and/or amendment, the Cardholder shall surrender the American Express Charge Card and return to Maybank cut in halves, failing which the Cardholder shall be deemed to have accepted such variation, addition and/or amendment.
 - BANKING ACT** - The Cardholder hereby authorises Maybank and/or its officers to make use of, disclose, divulge or reveal any information relation to his/her account for purposes of or in connection with any action or proceeding taken for the purpose of recovery of monies due and payable by the Cardholder to Maybank under this Agreement.
 - ADDRESS** - Any statement of account correspondence or notice to the Cardholder may be delivered by hand or sent by prepaid post to the Cardholder's address stated in the Maybank American Express Charge Card Application Form or to such other address(es) notified by the Cardholder to Maybank from time to time and shall be deemed to have been duly received by the Cardholder within three (3) Business Days of posting. Any failure on the part of the Cardholder to notify any change of the Cardholder address resulting in delay or return of any statement of account, correspondences and notice shall not prejudice Maybank's rights and entitlement under this Agreement.
 - SERVICE OF LEGAL PROCESS** - The Parties hereby agree that the service of any Writ of Summons or any legal process in respect of any claim arising out of or connected with this Agreement may be effected by forwarding a copy of the same by prepaid registered post and a copy of the same by ordinary post to the Cardholder's address(es) stated in the Maybank American Express Charge Card Application Form or to such other address(es) notified by the Cardholder to Maybank from time to time.
 - CERTIFICATE OF INDEBTEDNESS** - A Certificate signed by the officer of Maybank as to the monies for the time being due and owing to Maybank from the Cardholder shall be conclusive evidence or proof that the amount appearing therein is due and owing and payable by the Cardholder to Maybank.
 - SEVERABILITY** - The invalidity or unenforceability of any of the provisions herein shall not substantially nullify the underlying intent of the Agreement and the invalid or unenforceability provisions shall be severable and the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the other terms or provisions herein contained which shall remain in full force and effect.
 - IMPLIED TERMS** - Without prejudice to Clause 13.7, this Agreement embodies the entire understanding of the Parties and there are no provisions, terms, conditions or obligations, oral or written, expressed or implied, other than those contained herein.
 - SUPERSEDING AGREEMENT** - ALL previous agreements or arrangements, if any, made between Maybank and the Cardholder, written or verbal, are hereby cancelled and superseded by this Agreement.
- ### 13. Membership Rewards Redemption
- All Membership Rewards points acquired must be redeemed prior to the date the account is closed. Thereafter, all unredeemed Membership Rewards points will be automatically cancelled without prior notification to customers.
 - The Principal Cardholder is entitled to earn Membership Rewards points on retail purchases made with his/her Charge Card for purposes of personal consumption only, i.e. non-business and non-commercial related consumption only. Maybank reserves the right not to award Membership Rewards points on retail spend which Maybank deems to be purchases made for business and commercial purposes using the Charge Card.
- ### 14. Disclosure
- The Cardholder hereby authorises Maybank to disclose to any merchant, American Express and/or officers and/or any interested party any information concerning the Cardholder and the Cardholder's American Express Charge Card Account and the Cardholder's other accounts with Maybank in such manner and to such extent as Maybank shall consider necessary to facilitate the use of the American Express Charge Card. Maybank shall consider necessary in connection with such queries, and to disclose through the use of the American Express Charge Card or for the purpose of recovering any monies due and payable from the Cardholder to Maybank under this Agreement.
 - Maybank shall have the right to check the credit standing of any applicant for the American Express Charge Card and/or of the Cardholder at any time and when it deems fit without notice to the Cardholder of the same.
 - The Cardholder hereby authorises the disclosure of any information pertaining to the credit standing of the Cardholder to any other Bank and/or financial institution and/or American Express and/or its successors as is necessary in such manner and to such extent as Maybank shall consider necessary in connection with such queries, and to the disclosure of the Card numbers of the new, renewed or replaced cards to merchants and any other interested persons.
 - The Cardholder hereby authorises Maybank to disclose information to Bank Negara Malaysia regarding the Cardholder's American Express Charge Card facilities or the Cardholder's account, as may be required, whether pursuant to law or otherwise. Maybank shall not be liable whether directly or indirectly to the Cardholder or any other persons for such disclosure.

15. Appointment of Agent(s)

- In amplification and not in derogation of its rights under this agreement, Maybank shall have the right at its sole discretion, and when it deems it necessary to appoint and authorise an agent of its choice and on its behalf for the sole purpose of recovering any or all monies due and payable from the Cardholder to Maybank under this Agreement.
- The Cardholder hereby authorises Maybank to disclose any information concerning the Cardholder and his American Express Charge Card Account to any of its agents duly appointed for the purpose of recovering any or all monies due and payable from the Cardholder to Maybank under this Agreement.

Note: Maybank reserves the right to change any or all the above terms and conditions whenever deemed necessary.

16. Disposal/Sale or American Express Charge Card Account

- The Cardholder hereby acknowledges and agrees that Maybank may at its absolute discretion assign transfer and/or sell the Cardholder's American Express Charge Card Account or part thereof to such other institution, corporation, or statutory bodies as may be approved by Bank Negara Malaysia and/or set up under any Acts or statutory legislation of Malaysia (hereinafter referred to as "the Card Account Purchaser") and towards this purpose the Cardholder hereby unconditionally and irrevocably consents to the assignment transfer and/or sale of the Cardholder's American Express Charge Card Account to the Card Account Purchaser Maybank deem fit.
- In amplification and not in derogation of clause (i) above, the Cardholder further unconditionally and irrevocably consents and authorises Maybank to disclose, give, produce, divulge, reveal, and/or forward, deliver or otherwise make available such information, records, details regarding the Cardholder and/or the Cardholder's American Express Charge Card Account pursuant to or prior to the sale or intended sale of the Cardholder's American Express Charge Card Account to the Card Account Purchaser without any notice to the Cardholder.

17. Definition

- In this Agreement, unless there is something in the subject or context inconsistent with such expression or unless it is otherwise expressly provided:
 - the term "the Cardholder" shall mean the person to whom the American Express Charge Card is issued and whose name is embossed on the American Express Charge Card and whose signature appears thereon as an authorised user. The person whom you have requested Maybank to issue a card for use in connection with the Cardholder's card account will be referred to as a "Supplementary Cardholder" and the Cardholder shall be referred to use "the Principal Cardholder".
 - the term "American Express Charge Card Account" shall mean the Account of the Cardholder opened with Maybank for the purpose of this Agreement.
 - the term "American Express Incorporated" shall mean the owner of the American Express Card program, which amongst other provide a system that enables members of the American Express Card program to settle with each other overseas transactions incurred by their cardmember.
 - the term "affiliates" shall mean any person, firm, corporation, institution, its employees, servants or agents who is a member of American Express Incorporated and/or duly authorised by American Express Incorporated to provide services pursuant to and under the American Express Card program.
 - the term "Cancellation List" shall mean any retail or other person, firm or corporation which pursuant to a merchant agreement agrees to accept the American Express Charge Card when properly presented.
 - the term "Sales Drafts" shall mean the relevant payment slips, forms or papers supplied by Maybank to the Authorised Merchant for the purpose of recording, conforming and evidencing purchases or services incurred by the Cardholder through the use of the American Express Charge Card to be charged to the American Express Charge Card Account;
 - the term "Cancellation List" shall mean
 - the Card Recovery Bulletin (CRB) which are printed notices containing a list of restricted/cancelled American Express account numbers to advise the Authorised Merchants not to honour a transaction if any of the American Express Charge Card is presented;
 - the Combined Warning Bulletin (CWB) which are printed notices containing a list of restricted/cancelled Visa/MasterCard/American Express account numbers to advise the Authorised Merchants not to honour a transaction if any of the Visa/MasterCard/American Express Charge Card is presented;
 - the Hot Card List (HCL) which are printed notices containing a list of restricted/cancelled Visa/MasterCard/American Express account numbers.
 - the term "Payment Due Date" shall mean the date next following twenty (20) days from the closing date of the Billing Period which said date is indicated in the Statement of Account;
 - the term "Billing Period" shall mean the period in which all purchases of goods and/or services, fees and charges incurred by the Cardholder are recorded by Maybank in the monthly statement of account;
 - the term "Business Day" shall mean any day on which Maybank is open for business;
 - words in the singular include the plural and words in the plural include the singular.