

## MAYBANK CLASSIC CARD AGREEMENT

The issuance of the Maybank Visa Card, Maybank MasterCard Card (hereinafter referred to as "the Credit Card") by Malayan Banking Berhad (hereinafter referred to as "Maybank") to the cardmember and the use of the Credit Card by the cardmember shall be subject to the following terms and conditions made known to the cardmember at the time of application for and/or at the time of delivery of the Credit Card. These terms and conditions shall be binding on the cardmember immediately upon acknowledgement of the receipt and/or use of the Credit Card by the Cardholder.

### 1. Definition

- 1.1 In this Agreement, unless there is something in the subject or context inconsistent with such expression or unless it is otherwise expressly provided:
- (i) the term "the Cardholder" shall mean the person to whom the Credit Card is issued and whose name is embossed on the Credit Card and whose signature appears thereon as an authorised user, and may include a "Supplementary cardholder";
  - (ii) the term "Credit Card Account" shall mean the Account of the cardmember opened with Maybank for the purpose of this Agreement;
  - (iii) the term "Authorised Merchant" shall mean any retail or other person, firm or corporation which pursuant to a merchant agreement agrees to accept or cause its outlets to accept Credit Cards when properly presented;
  - (iv) 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, confirming and evidencing purchases or services incurred by the cardmember through the use of the Credit Cards to be charged to the Credit Card Account;
  - (v) the term "Cash Withdrawal Draft" shall mean the relevant slips, forms or papers supplied by Maybank to the Authorised Cash Outlet for the purpose of recording, confirming and evidencing cash withdrawal by the cardmember through the use of the Credit Cards to be charged to the Credit Card Account;
  - (vi) the term "Cancellation List" shall mean
    - (a) the Restricted Card List (RCL) which are printed notices containing a list of restricted/ cancelled MasterCard account numbers to advise the Authorised Merchants not to honour any transaction if any of the MasterCard Credit Card is presented;
    - (b) the Combined Warning Bulletin (CWB) which are printed notices containing a list of restricted/cancelled Visa account numbers to advise the Authorised Merchants not to honour a transaction if any of the Visa Credit Card is presented;
    - (c) the Hot Card List (HCL) which are printed notices containing a list of restricted/cancelled Visa account numbers.

- (vii) the term "Authorised Cash Outlet " shall mean branch, office and/or location designated by members of Visa International to effect Cash Withdrawal;
- (viii) the term "designated Automated-Teller-Machines (ATM)" shall mean computerised machines administering cash dispensing and other banking services and facilities designated for the use of the Cardholders;
- (ix) the term "Magnetic Stripe Reading Terminal" shall mean a point-of-transaction terminal which is capable of reading the magnetic stripe on a Credit Card;
- (x) the term "Average Daily Balance" shall mean the balance sum computed by dividing the sum of the balance outstanding on each day from the first day of the next Billing Period by the number of days in that Billing Period. For the purpose of computation, each day's balance is determined by adjusting the Total New Balance with payments, credit, Cash Withdrawal, purchases of goods and/or services obtained on the Sales Drafts and/or Cash Withdrawal Drafts received by Maybank before the Closing Date of each Billing Period;
- (xi) the term "Total New Balance" shall mean the previous balance and total purchases of goods and/ or services, Cash Withdrawals incurred by the cardmember for which Maybank has purchased the Sales Drafts and Cash Withdrawal Drafts including any fees and charges charged by Maybank less any payment made by the cardmember and credited to the Credit Card Account during the Billing Period;
- (xii) the term "Due Date" shall mean Twenty (20) days from the Closing Date of Billing Period appearing in the monthly statement of account;
- (xiii) the term "Credit Limit" shall mean the limit imposed by Maybank against the cardmember for the use of the Credit Card;
- (xiv) the term "Billing Period" shall mean the period in which all purchases of goods and/or services, Cash Withdrawals, fees and charges incurred by the cardmember are recorded by Maybank in the monthly statement of account;
- (xv) the term "Business Day" shall mean any day on which Maybank is open for business;
- (xvi) words in the singular include the plural and words in the plural include the singular.

## **2. Acceptance of Credit Card**

- 2.1 The Credit Card issued and delivered herewith by Maybank must be signed by the cardmember immediately upon receipt thereof.
- 2.2 The cardmember undertakes not to disclose the Personal Identification Number (PIN) allocated by Maybank to him/her upon the issuance of the Credit Card to any person without the consent of Maybank, failing which the cardmember shall be liable to Maybank for any debit entry in his/her Credit Card Account with Maybank arising from an unauthorised transaction.

- 2.3 In the event that the cardmember does not wish to be bound by these terms and conditions, the cardmember shall immediately return the Credit Card to Maybank cut in halves.

### **3. The Credit Card Facility**

- 3.1 During its currency and subject to the terms and conditions of use herein set out as modified and stipulated by Maybank from time to time, the Credit Card entitles the cardmember to Credit Card facilities with Maybank within the Credit Limit imposed by Maybank and, subject to the express approval of Maybank, to other banking facilities and services provided to the cardmember from time to time.
- 3.2 The said Credit Card facilities presently consist of:
- (a) purchase of goods and/or services from any Authorised Merchant; and
  - (b) withdrawal of cash (hereinafter referred to as "Cash Withdrawal") from any Authorised Cash Outlet and/or designated Automated-Teller-Machines (ATM).
- 3.3 Upon the Cardmember's application and subject always to Maybank's ATM terms and conditions, the said banking facilities and services referred to in Clause 3.1 above, presently consist of ATM facilities which shall be incorporated in the Credit Card allowing the cardmember to effect banking transaction (on any account other than Credit Card Account) by electronic means, whether at ATM, Magnetic Stripe Reading Terminal or otherwise.

### **4. Manner of Use**

- 4.1 (a) To effect a purchase using the Credit Card from any Authorised Merchant, the cardmember must sign on a Sales Draft prepared by The Authorised Merchant with the use of the Credit Card, but the signature shall not be a condition precedent to the liability of the cardmember in respect of the purchase transaction;
- (b) To effect a cash withdrawal using the Credit Card from any Authorised Cash Outlet, the cardmember shall sign on a Cash Withdrawal Draft prepared by the Authorised Cash Outlet with the use of the Credit Card, but the signature shall not be a condition precedent to the liability of the cardmember in respect of the Cash Withdrawal transaction;
- (c) To effect a cash withdrawal through ATM, the cardmember shall use the Personal Identification Number (PIN) to gain access to his/her Credit Card Account.
- 4.2 (a) Maybank shall purchase from the Authorised Merchant a and/or authorised Cash Outlet all Sales Drafts and Cash Withdrawal Drafts incurred through the use of the Credit Card and debit the Cardholder's Credit Card Account accordingly.
- (b) Notwithstanding the provision set out in Clause 4.1 above, the cardmember hereby authorises Maybank to charge his/her Credit Card account with payments to the Authorised Merchant or Authorised Cash Outlet evidenced by Sales Drafts or Cash Withdrawal Drafts which had not been signed by the Cardholder, if Maybank is of the view, upon

satisfactory documentary evidence, that the omission is due to an oversight on the part of the cardmember and/or the Authorised Merchant or Authorised Cash Outlet or if the Authorised Merchant has undercharged the Cardholder.

- 4.3 The cardmember shall comply with all requirements, directions, instructions and guidelines for use of the Credit Card issued by Maybank from time to time in respect of all credit and banking facilities And services rendered to the cardholder.
- 4.4
  - (a) Maybank shall be entitled to treat its record of transaction effected by the use of the Credit Card including but not limited to transaction effected via mail order or telephone as evidence of a debt properly incurred by the cardmember to be debited to the account of the Cardholder;
  - (b) The cardmember agrees that the record of Maybank of any transaction effected by the use of the Credit Card shall be conclusive and binding on the cardmember for all purposes; and
  - (c) The cardmember shall be liable for all charges and advances whatsoever arising from all transactions, whether authorised or unauthorised, effected with the Credit Card.
- 4.5 Notwithstanding Clause 4.1 above, a purchase may also be effected by providing the Authorised Merchant the Credit Card Number together with such other particulars as may be recorded on the Credit Card and without the requirement of the Cardmember's signature as in the case of purchases made through Electronic Commerce, Mail Order, Telephone Order and at specific Point of Sales Terminals including but not limited transactions at petrol kiosks and/or through such other modes that may be introduced/implemented from time to time.
- 4.6 Where the cardmember uses the Credit Card for the purpose of betting, including lottery tickets, casino gaming chips, off-track betting, wagers at race tracks, the transactions shall be considered as a Cash Withdrawal and the relevant Cash Withdrawal Fee shall be in imposed by the Bank.
- 4.7 Notwithstanding any provisions to the contrary herein set out, Maybank may at its sole and absolute discretion at any point of time or without notice decide not to renew, cancel, revoke the Credit Card or suspend or restrict the use of Credit Card by the cardmember and/or any Supplementary Credit card without assigning any reason thereof upon the occurrence of any one of the following events:
  - a) Use the Credit Card/Supplementary Credit Card as payment for any illegal purchases; or
  - b) Use the Credit Card/Supplementary Credit Card as payment for any unlawful transaction; or
  - c) Use the Credit Card/Supplementary Credit Card to engage in an Internet gambling transaction; or

- d) Use the Credit Card/Supplementary Credit Card to purchase goods or services that will be resold i.e. “not for personal use of the Cardholder/Supplementary Credit Cardholder”.

## **5. Credit Card Account**

- 5.1 Maybank shall render to the cardmember a monthly statement or cardmember shall apply for E-statement of account showing the amount of his/her purchases of goods and/or services, Cash Withdrawals, fees and charges incurred by the cardmember including any payment or credit made and recorded by Maybank on the monthly statement of account.
- 5.2 The records and entries in the Cardmember’s Credit Card Account with Maybank as appearing on the monthly statement of account shall be deemed to be correct and binding on the cardmember 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.
- 5.3 Upon receipt of such written notice duly given by the cardmember within the stipulated time, Maybank shall look into the Cardmember’s Credit Card Account to make the necessary adjustment and rectification, if any. The operation of this Clause shall not in any way affect the Cardmember’s obligation under Clause 7. Provided that any money due to or from the cardmember shall be credited or debited into the Cardmember’s Credit Card Account.

## **6. Credit Limit**

- 6.1 Notwithstanding that a prescribed credit limit may not be assigned or known to the Cardmember, the Bank may at any time at its sole discretion set such a limit for its control purposes after giving the Cardmember three (3) working days prior notice.
- 6.2 Subject to Maybank’s discretion and approval, Maybank may provide you the flexibility to spend beyond your credit limit to ensure you do not experience any interruption when using Maybank Credit Card(s).
- 6.3 Where a prescribed credit limit is assigned and made known to the Cardmember, the Cardmember shall not exceed the prescribed credit limit assigned/established by the Bank unless prior written approval to exceed this limit is obtained by the Cardmember from the Bank. The Cardmember further undertakes not to effect any purchases or transactions within or outside Malaysia which may cause the aggregate outstanding balance of the Cardmember’s obligation to the Bank to exceed such credit limit.
- 6.4 Where the Cardmember has been issued with a American Express, a MasterCard and a Visa Card and/or where Supplementary Card(s) have been issued, and where a prescribed credit limit is assigned and is made known to the Cardmember, 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.
- 6.5 Notwithstanding the aforesaid, the Cardmember 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 Cardmember. The Cardmember shall not be entitled under any circumstances to demand that the prescribed credit limit or the unutilized prescribed credit limit be made available by the Bank for the Cardmember'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 Cardmember.

- 6.6 The availability or continuation of the prescribed credit limit extended to the Cardmember is subject to reviews which may be undertaken by the Bank from time to time or at any time.
- 6.7 The Bank may (but shall not be obliged to) at any time and from time to time contact the Cardmember 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 Cardmember 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 Cardmember shall remain liable for the charges and/or debts incurred and/or monies withdrawn.
- 6.8 The Bank has the right to impose a ceiling in percentage terms on the quantum of Card Limit and the Cardmember's available balance which can be utilised for the Cash Withdrawals. The Bank further has the right to vary such ceiling percentage from time to time as the Bank in its absolute discretion deems fit.
- 6.9 Maybank shall be entitled at any time at its absolute discretion and without the need to provide any reasons, to revise, vary and/or reduce the Cardmember's Credit Limit and such change of Credit Limit takes effect immediately upon notification to the Cardmember. The Cardmember shall be deemed notified when such change of Credit Limit is reflected in the monthly statement of account

## 7. Payment

- 7.1 Upon receipt of the monthly statement of account of his/her Credit card Account, the cardmember may make payment as follows:
  - (a) to pay the entire amount of the Total New Balance on or before the Due Date.
  - (b) alternatively, to make Minimum Payment as follows:-
    - (i) where the Total New Balance is within the Credit Limit, not less than five per centum (5%) of the Total New Balance subject to a minimum of Ringgit Malaysia Twenty Five (RM25.00) only.
    - (ii) where the Total New Balance is in excess of the Credit Limit, the whole of the amount in excess thereof together with five per centum (5%) of the Total New Balance. Provided always that the Minimum Payment shall also include the amount Past Due as shown on the monthly statement of account.

## 7.2 Finance Charges

Conditions Payments Months / Total 12 Months	Interest Rate	
	Per Month	Per Annum
For Prompt Repayment of 12/12 months	1.25%	15%
For Prompt Repayment of 10/12 months	1.42%	17%
For Prompt Repayment of less than 10/12 months	1.50%	18%

Finance Charges is imposed on the outstanding retail and cash advances/withdrawal transaction that is not paid after the payment due date. For retail transaction, finance charge is calculated from posting date till full payment is made. For cash advance/ withdrawal transaction, finance charge is calculated from the transaction date till full payment is made.

- 7.3 If the minimum payment is not made by the payment due date, a late payment charge will be levied at 1% of the unpaid retail and cash advances/withdrawal transaction outstanding balance, subject to a minimum of RM10, whichever is higher up to a maximum of **RM100**.

### 7.4 Payment Allocation Method

Any payment received will be applied in the order of balances attracting the highest interest rate to the lowest interest rate.

- 7.5 All payments by the Cardmember to Maybank shall not be subject to any deduction whether for counter-claim and/or set-off against the Authorised Merchant, Authorised Cash Outlet and/or Maybank whatsoever.

- 7.6 The cardmember undertakes that he/she will make satisfactory arrangement for payments of his/her card account in accordance with these terms and conditions in the event of his/her absence abroad.

## 8. Fees and Charges

- 8.1 The cardmember agrees to pay and authorises Maybank to debit his/her Credit Card Account with the following fees and charges:-

(a) Fixed fee of five per centum (5%) on all Cash Advance through the use of the Credit Card under Clause 3.2 (b) or Ringgit Malaysia Eighteen (RM18.00) per transaction, whichever is higher.

(b) The Annual fees are as follows :-

	<u>Principal</u>	<u>Supplementary</u>
Visa or MasterCard Or American Express	RM60.00	RM30.00
Visa and MasterCard and American Express	RM90.00	RM60.00

The Annual fees shall not be refundable.

- (c) Finance charge under Clause 7.2 above.
- (d) Late payment charge under Clause 7.3 above.
- (e) Service charge at such rate as Maybank shall at its discretion determine for its services rendered and cost and expenses incurred in respect of or arising from:
  - (i) Cardmember's cheque being dishonoured for payment; or
  - (ii) A service charge of RM10 for each post-dated cheque returned.
  - (iii) Production or photostating Sales Drafts or other documents at the request or for the purposes of the cardmember and as follows:

Sales draft retrieval fee: RM15 per copy sales draft.

- (f) Legal fees (on a Solicitor and 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 cardmember to Maybank under his/her Credit Card Account;
- (g) Any other reasonable fees and charges imposed by Maybank for services and facilities rendered to the Cardmember.

8.2 Notwithstanding the above provisions, Maybank may at its discretion vary the rate of such fees and charges by Twenty One (21) Calendar days written notice to the cardmember and such amended rate shall take effect from the date specified in the said notice.

8.3 The Malaysian Goods and Services Tax (GST) will be imposed on all fees/charges charged by the Bank to our cardmembers where applicable effective 1 April 2015 at the current prevailing rate.

## 9. Possession of the Credit Card

- 9.1 For any card approved, the first time collection of any card must be collected by the principal Cardholder. For supplementary card, third party collection must be authorised by the principal Cardholder
- 9.2 The Credit Card shall remain the property of Maybank at all times and the cardmember shall not transfer or otherwise part with the control or possession of the Credit Card for any use or purpose unauthorised by Maybank.
- 9.3 (a) The Cardmember shall take all reasonable precautions to prevent any unauthorised use, loss or theft of the Card. In the event of any loss or theft of the Card, the Cardmember shall notify the Bank, or any member of MasterCard/VISA or AMEX International by telephone, email or fax immediately upon the discovery of such lost or theft and confirm the same

in writing to the Bank.

(b) The cardmembers will be liable for **card-present unauthorised transactions which require PIN/Signature verification or contactless card if you have:**

- i. acted fraudulently;
- ii. delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the credit card;
- iii. voluntarily disclosed the PIN to another person; or allow another person to use the credit card.
- iv. Recorded your PIN on the card, or anything kept in close proximity with your card.
- v. Left your card or item containing your card unattended in places visible and accessible to others.

(c) The Cardmember shall take all reasonable precautions and diligence to prevent any loss or theft of the Card,

(d) In the event of any loss or theft of the Card, the Cardmember shall notify the Bank, or any member of Visa International, MasterCard International or American Express by telephone, email or fax immediately upon discovery of such loss or theft and confirm the same in writing to the Bank.

(e) A police report shall be made by the Cardmember for the lost or stolen Card and a certified true copy of the same shall be extended to the Bank immediately.

9.4 Maybank may, at the request of the Cardholder, due to lost or stolen Credit Card, Card details disclosure to third party or request change of new card number, but without being obliged in law, replace the Credit Card with the following replacement fees:

(a) Ringgit Malaysia Fifty (RM50.00) for each of the first replacement Credit Card on one (1) Credit Card Account.

9.5 The cardmember shall return the Credit 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 Credit Card after notification of its loss, and shall not make any further attempt to use the Credit Card.

## 10. Card and PIN Security

10.1 (a) For the purposes of the Bank maintaining and facilitating the Card Account, the Cardmember shall ensure that all information provided by the Cardmember to the Bank (including on behalf of the Supplementary Cardmember, if applicable) is accurate and up-to-date.

(b) The Cardmember shall update his or her information particulars at the Bank's request for the Bank's record, verification and security purposes from time to time.

10.2 (a) In the event the Card or Card details and/or the PIN has been shared with with a third party with the consent of the Cardmember and/or the Supplementary Cardmember, the Cardmember and/or the Supplementary

Cardmember shall be held liable for any use of the Card by that third party, notwithstanding whether the Cardmember and/or the Supplementary Cardmember has not authorized the transaction or not.

(b)The Cardmember shall ensure that the PIN is strictly kept confidential and secured at all times by the Cardmember. The Cardmember further undertakes not to disclose the PIN to any third party under any circumstances or for any reasons whatsoever. The Cardmember shall:

1. destroy any PIN notification advice of the PIN;
2. ensure that the PIN is kept in a secured location even at the Cardmember's place of residence;
3. not keep any written record of a PIN on, with or near the Card;
4. not display or to allow another person to see the PIN during any PIN entry;
5. not select a PIN or use the PIN negligently or recklessly which will contribute to or cause losses from any unauthorized transactions from the use of the Card by any third party;
6. avoid using the date of birth, identity card number or mobile number as the PIN;
7. notify the Bank immediately upon becoming aware of the PIN being used or known to someone else or may have been compromised in whatsoever manner.
8. use the credit card responsibly, including not using the credit card for unlawful activity; and
9. check the account statement and report any discrepancy without undue delay.
10. notify the Bank immediately upon receiving short message service (SMS) transaction alert if the transaction was unauthorised;

## 11. Supplementary Credit Card

- 11.1 At the request of the Cardholder, Maybank may, at its sole and absolute discretion, issue a Supplementary Credit Card to a person nominated by the cardmember under his/her Credit Card Account.
- 11.2 The Principal cardmember will be responsible and liable for all charges incurred by his Supplementary Cardholder. The Supplementary cardmember shall be liable for all charges incurred by him/her in an individual capacity. Further, the cardmember shall be liable to ensure that his/her Supplementary cardmember shall observe all terms, conditions and obligations herein set out.
- 11.3 At the expressed request of the Cardholder, Maybank may agree to grant the Supplementary cardmember access to the Cardmember's Maybank Current account and/or Savings account with the expressed authority of the cardmember who shall also specify whether the Supplementary cardmember shall have such access through the use of the ATM.
- 11.4 The Supplementary Credit Card issued may be cancelled at the request of the cardmember in writing accompanied by the Supplementary Credit 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.

- 12.1 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 Credit Card, or suspend or restrict the use of the Credit Card by the cardmember and any Supplementary Credit Card under his/her Credit Card Account whereupon all monies owing to Maybank under his/her Credit Card Account shall become due and payable immediately in full upon the happening of the following events or any of them:
- (a) If the cardmember defaults in the payment of any monies hereby covenanted to be paid in the manner herein provided;
  - (b) If the cardmember exceeds his/her Credit Limit granted by Maybank;
  - (c) If the cardmember breaches any of the terms of this Agreement in any way whatsoever;
  - (d) If the cardmember allows a petition for bankruptcy or a judgement to remain against him for more than Thirty (30) days;
  - (e) If a distress or execution proceedings is levied or issued against the Cardmember's properties and is not paid off immediately;
  - (f) If Maybank is of the view that the financial position of the cardmember is or has become unsound and/or his/her ability to fulfill the terms of this Agreement is or has become impaired.
- 12.2 Upon the cancellation of the Credit Card or upon the revocation, suspension or restriction of the rights of the cardmember or Supplementary cardmember to use the Credit Card aforesaid, the cardmember shall, upon demand by Maybank, settle his/her Credit Card Account in full or in part as required by Maybank.
- 12.3 The cardmember hereby acknowledges that any Credit Card cancelled or revoked may be placed on the Cancellation List which may be circulated to all the Authorised Merchants and/or Authorised Cash Outlets and all branches of Maybank.
- 12.4 Notwithstanding any other provisions of this Agreement, the cardmember agrees that he/she 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 7 hereof and in enforcing the terms of this Agreement against the cardmember and/or the Supplementary Cardholder.

### **13 Exclusion of Liability**

- 13.1 Maybank shall not under any circumstances be liable for damages suffered or loss incurred by the cardmember in respect of any statement, representation, communication or implication relating to or arising from any non-renewal or cancellation of the Credit Card or any revocation, suspension or restriction of the use of the Credit Card by the cardmember or his/her Supplementary cardmember including but not limited to any listing of the Credit Card in the Cancellation List.
- 13.2 Maybank shall not be liable for any loss or damage caused to the cardmember arising from any act or omission of any Authorised Merchant or Authorised Cash

Outlet, howsoever caused, including any retention of and/or refusal to honour the Credit Card or any statement, representation or communication made by such Authorised Merchant or Authorised Cash Outlet or any defect or deficiency in goods purchased or services rendered. The cardmember may handle any claim or dispute directly with the Authorised Merchant or Authorised Cash Outlet and undertake not to withhold any payment under Clause 7 to Maybank upon the occurrence of such claim or dispute.

- 13.3 The cardmember shall take all reasonable precaution to prevent loss or theft of the credit card. If the credit card is lost and stolen, the cardmember shall notify Maybank or any member of Visa International by telephone, telegram, or telex immediately upon the discovery of such loss or theft and confirm the same in writing to Maybank. Until and unless such written confirmation has been received by Maybank, the cardmember shall remain liable for all charges incurred prior theretoby the use of the credit card whether authorised by the cardmember or not.

## **14 Overseas Transactions**

- 14.1 The cardmember may use the Credit Card outside Malaysia where there are Authorised Merchants and/or Authorised Cash Outlets.
- 14.2 The cardmember may use the Credit Card for cash withdrawal through designated ATMs installed in such approved countries as shall be announced by Maybank and/or Merchant Affiliate of Visa International, MasterCard International or American Express from time to time.
- 14.3 Wherever applicable, the cardmember 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.
- 14.4 Transactions conducted outside Malaysia will be converted to Ringgit Malaysia on the date the transaction is received and/or processed. The converted amount is shown in the cardmember's statement. The exchange rate may differ from the rate charged on the date of transaction due to market fluctuation. The exchange rate used to convert the transaction made in foreign currency represents a bundling of currency conversion components of 1.25% imposed by Visa International or MasterCard International and 1% or at such other rate imposed by Maybank.

## **15 Miscellaneous**

### **15.1 RIGHT TO APPLY PAYMENT**

Any payment received from the cardmember may be applied in the manner as Maybank may at its absolute discretion see fit.

### **15.2 RIGHT TO SET OFF AND CONSOLIDATION**

Maybank may set off or transfer any monies standing to the credit of the Cardmember's account with Maybank of whatever description and wherever

located towards the reduction and/or discharge of any sum due to Maybank under this Agreement without assigning reason, by giving **seven (7)** days prior notice on its intention to set off a credit balance.

### 15.3 LAW

This Agreement between Maybank and the cardmember shall be governed by the laws of Malaysia wherever the transaction takes place.

### 15.4 TIME

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

### 15.5 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.

### 15.6 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 Credit Card by Maybank.

### 15.7 VARIATION

The Cardmember agrees that Maybank shall be at liberty and reserves the right to vary, add to or amend the terms and conditions under this Agreement or agreements (including the privileges made available by Maybank in connection with the Credit Card whether such privileges are set out herein or elsewhere) whenever Maybank deems necessary by giving twenty one (21) calendar days prior notice before the implementation. Cardmembers are advised to refer the updated terms and conditions at Maybank's website at [www.maybank.com](http://www.maybank.com) from time to time. The latest terms and conditions made available on the website shall supersede all previous terms and conditions made between Maybank and Cardmember under the Agreement or any other arrangements.

The Cardmember is deemed to have accepted the variation, addition and/or amendment wholly or in part of the terms and conditions and are bound by them once he/she starts using his/her Credit Card. In the event the Cardmember does not accept such variation, addition and/or amendment wholly or in part, he/she shall terminate the use of his/her Card by calling Customer Service or giving prior written notice to Maybank, before the effective date of such proposed variation. Pursuant to the provision relating to termination above, Cardmember shall surrender the Credit Card and return to Maybank by cutting his/ her Card into halves, failing which he/she shall be deemed to have accepted such variation, addition and/or amendment.

### 15.8 FINANCIAL SERVICES ACT 2013

The cardmember hereby authorises Maybank and/or its officers to make use of, disclose, divulge or reveal any information relating 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 cardmember to Maybank under this Agreement.

#### 15.9 ADDRESS

Any statement of account correspondence or notice to the Cardmember may be delivered by hand or sent by prepaid post or by email to the Cardmember's address stated in the Maybank American Express and MasterCard/Visa Credit Card Application Form or to such other address(es) notified by the Cardmember to Maybank from time to time and shall be deemed to have been duly received by the Cardmember within three (3) Business Days of posting. Any failure on the part of the Cardmember to notify any change of his/her 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.

#### 15.10 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 Cardmember's address(es) stated in the Maybank Credit Card Application Form or to such other address(es) notified by the cardmember to Maybank from time to time.

#### 15.11 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 cardmember shall be conclusive evidence or proof that the amount appearing therein is due and owing and payable by the cardmember to Maybank.

#### 15.12 SEVERABILITY

The invalidity or unenforceability of any of the provisions herein shall not substantially nullify the underlying intent of this 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.

#### 15.13 IMPLIED TERMS

Without prejudice to Clause 14.7, 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.

#### 15.14 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.

#### 16 TreatsPoints

16.1 All accumulation of points by Maybank Cardmembers and Customers will be treated as null or void upon cancellation of the Maybank Credit Card or account or for any reason whatsoever and regardless of whether the cancellation is effected by Maybank or the Cardmember.

16.2 The Principal cardmember is entitled to earn TreatsPoints on retail purchases made with his/her Maybank Visa Card and/or Maybank MasterCard Card for purposes of personal consumption only, i.e. non-business and non-commercial related consumption only. Maybank reserves the right not to award TreatsPoints on retail spend which Maybank deems to be purchases made for business and commercial purposes using the Credit Card.

#### 17 Disclosure

17.1 The Cardmember hereby agrees to be bound by the Declarations and the disclosure clauses set for in the application form to this product which is a pre requisite document to the remittance service including but not limited to all the disclosure provisions in relation to personal data and the disclosure for purposes of cross selling and marketing of products within the Maybank Group and its strategic partners if the Cardmember had opted for the same and further the Cardmember here by consents and authorizes the Bank and/or its officers to:

(a) Disclose to Bank Negara Malaysia, any other bodies, authorities such as CAGAMAS and debt collection agents, any person(s) in or outside Malaysia including but not limited to companies within the group of the Bank, whether such group of companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia, including but not limited to the respective agents, authorised and appointed outsourcing agents for purpose of providing integrated services, maintaining and storing records (financial or otherwise), at any time and without liability, and information and particulars (financial or otherwise) relating to your affairs and accounts, financing and conduct thereof for such purposes as the Bank deems fit or appropriate.

(b) Request for and to obtain all the personal information and data set forth in this form for the purpose of processing this application and also for all other purposes that are necessary and required in relation to the facility requested for by you herein including the transfer or disclosing of such personal data to any of our agents, authorised and appointed outsourcing agents, subsidiaries in or outside Malaysia for the purpose of processing the personal information and data required by the Bank and also for purposes of storage by such agents or subsidiaries. You also declare that all personal information and data set forth herein are all true, up to date and accurate and should there be any changes to any personal information or data set forth herein, you shall notify the Bank immediately.

- (c) To disclose, share and process my / our personal information / data with the Bank's group of companies and its strategic partners for the purpose of promoting and marketing the financial products offered by the Bank and these other entities.
- 17.2 If at any time the Cardmember wishes to have his/her name and address removed from such mailing list, the Cardmember is required to write to Maybank at: Maybank Card Centre, 7<sup>th</sup> Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur or call 1300 88 6688 for more details.
- 17.3 Maybank shall have the right to check the credit standing of any applicant for the Credit Card and/or of the Cardmember at any time as and when it deems fit without notice to him/her of the same.

#### **18. Appointment of Agent(s)**

- (a) 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 cardmember to Maybank under this Agreement.
- (b) The cardmember hereby authorises Maybank to disclose any information concerning the cardmember and his Credit Card Account to any of its agents duly appointed for the purpose of recovering any or all monies due and payable from the cardmember to Maybank under this Agreement.

#### **19. Disposal/Sale of Credit Card Account**

- (a) The cardmember hereby acknowledges and agrees that the Bank may at its absolute discretion assign transfer and/or sell the Cardmember's credit 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 Credit Card Account Purchaser") and towards this purpose the cardmember hereby unconditionally and irrevocably consents to the assignment transfer and/or sale of the Cardmember's credit card account to the Credit Card Account Purchaser the Bank deem fit.
- (c) In amplification and not in derogation of clause (a) above, the cardmember further unconditionally and irrevocably consents and authorizes the Bank to disclose, give, produce, divulge, reveal, and/or forward, deliver or otherwise make available such information, records, details regarding the cardmember and/or the Cardmember's credit card account pursuant to or prior to the sale or intended sale of the Cardmember's credit card account to the Credit Card Account Purchaser without any notice to the Cardholder.

