

## SONYCARD VISA AGREEMENT

The issuance of the SonyCard Visa (hereinafter referred to as "the Credit Card") by Malayan Banking Berhad (hereinafter referred to as "Maybank") to the Cardholder and the use of the Credit 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 Credit Card. These terms and conditions shall be binding on the Cardholder 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 Cardholder 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 Cardholder 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 Cardholder 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 SonyCard Visa account numbers to advise the Authorised Merchants not to honour a transaction if any of the SonyCard Visa Credit Card is presented;

- (c) the Hot Card List (HCL) which are printed notices containing a list of restricted/cancelled SonyCard Visa account numbers.
  
- (vii) the term "Authorised Cash Outlet " shall mean branch, office and/or location designated by members of SonyCard Visa 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 Cardholder 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 Cardholder 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 Cardholder 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 Cardholder 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 Cardholder immediately upon receipt thereof.
- 2.2 The Cardholder 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 Cardholder 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 Cardholder does not wish to be bound by these terms and conditions, the Cardholder 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 Cardholder 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 Cardholder 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 Cardholder'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 Cardholder 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 Cardholder 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 Cardholder in respect of the purchase transaction;
- (b) To effect a cash withdrawal using the Credit Card from any Authorised Cash Outlet, the Cardholder 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 Cardholder in respect of the Cash Withdrawal transaction;

- (c) To effect a cash withdrawal through ATM, the Cardholder 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 Cardholder 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 Cardholder and/or the Authorised Merchant or Authorised Cash Outlet or if the Authorised Merchant has undercharged the Cardholder.
- 4.3 The Cardholder 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 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 Credit Card shall be conclusive and binding on the Cardholder for all purposes; and
  - (c) The Cardholder 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 Cardholder'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 Cardholder 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 Cardholder 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 Cardholder a monthly statement or Cardholder 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 Cardholder including any payment or credit made and recorded by Maybank on the monthly statement of account.
- 5.2 The records and entries in the Cardholder's Credit 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.
- 5.3 Upon receipt of such written notice duly given by the Cardholder within the stipulated time, Maybank shall look into the Cardholder'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 Cardholder's obligation under Clause 6. Provided that any money due to or from the Cardholder shall be credited or debited into the Cardholder's Credit Card Account.

## **6. Credit Limit**

- 6.1 Maybank shall at its sole discretion specify the Cardholder's Credit limit with Maybank for the purposes of this Agreement.
- 6.2 Where the Cardholder operates two or more Credit Card accounts with Maybank, a combined Credit Limit will be assigned to the Cardholder representing the total credit limit extended to cover the use of all the Credit Cards held by the Cardholder and his/her Supplementary Cardholder, if any.
- 6.3 The Cardholder hereby covenants that he/she shall not exceed his/her Credit Limit in using the Credit Card and shall make good any excess thereof

immediately upon receipt of the monthly statement of account and/or to such other notices by Maybank showing such excess in accordance with Clause 7.1 (b) (ii).

## 7. Payment

7.1 Upon receipt of the monthly statement of account of his/her Credit card Account, the Cardholder 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 Transaction balance that is not paid after the Payment Due Date. The finance Charge will be calculated from the day the transactions were posted until full payment.

- 7.3 Where the Cardholder fails to make the Minimum Payment on the Due Date, Maybank shall be entitled to charge, and the Cardholder shall be liable to pay, late payment charges of one per centum (1%) of total balance outstanding from previous month statement or minimum of Ringgit Malaysia Five (RM10.00) only (whichever is higher) or maximum of Ringgit Malaysia Fifty (RM75.00) only.
- 7.4 All payments by the Cardholder 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.
- 7.5 The Cardholder 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 Cardholder 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 Withdrawals through the use of the Credit Card under Clause 3.2 (b) or Ringgit Malaysia Ten (RM10.00) per transaction, whichever is higher.

(b) Entrance fee	Waived	
	Principal	Supplementary
<u>Annual fees</u>		
SonyCard Visa	FREE	FREE

(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) Cardholder'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 Cardholder and as follows:

Original Sales Drafts RM15.00 per copy;

Photocopy of Sales Drafts RM5.00 per copy; or

(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 Cardholder 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 Cardholder.

8.2 Notwithstanding the above provisions, Maybank may at its discretion vary the rate of such fees and charges by written notice to the Cardholder and such amended rate shall take effect from the date specified in the said notice.

8.3 The annual Service Tax of Ringgit Malaysia Fifty (RM50.00) for Principal Card and Ringgit Malaysia Twenty Five (RM25.00) for each Supplementary Card will be charged to the Credit Card Account upon card open and renewal anniversary of Cardmembership.

## 9. Possession of the Credit Card

- 9.1 For any card approved, the 1st time collection of any card must be collected by the principal Cardholder. For supplementary card, 3<sup>rd</sup> 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 Cardholder 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 The cardholder shall take all reasonable precautions & diligent to prevent any loss or theft of the credit card. In the event of any loss or theft of the credit card, the cardholder shall notify Maybank, or any member of Visa international by telephone, telegram or telex immediately upon discovery of such lost or theft and confirm the same in writing to Maybank. A police report shall be made by the cardholder for the lost or stolen credit card and 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 the charges incurred prior to thereto by the use of the credit card whether authorized by the cardholder or not. Maybank may, as 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 credit card if the cardholder had taken reasonable care and diligence to safeguard the credit card and reported the lost or theft of the credit card as soon as reasonably practicable provided that the cardholder has not acted fraudulently in respect of the lost or theft of the credit card.
- 9.4 Maybank may, at the request of the Cardholder, but without being obliged in law, replace the lost or stolen Credit Card with the following replacement fees:
- (a) Ringgit Malaysia Fifty (RM50.00) for each of the replacement Credit Card on one (1) Credit Card Account.

Provided that the Credit Card shall not be replaced in the event of any such reported loss or theft of the Credit Card on one (1) Credit Card Account.

- 9.5 The Cardholder 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. Supplementary Credit Card

- 10.1 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 Cardholder under his/her Credit Card Account.
- 10.2 The Principal Cardholder will be responsible and liable for all charges incurred by his Supplementary Cardholder. The Supplementary Cardholder shall be liable for all charges incurred by him/her in an individual capacity. Further, the Cardholder shall be liable to ensure that his/her Supplementary Cardholder shall observe all terms, conditions and obligations herein set out.



- 10.3 At the expressed request of the Cardholder, Maybank may agree to grant the Supplementary Cardholder access to the Cardholder's Maybank Current account and/or Savings account with the expressed authority of the Cardholder who shall also specify whether the Supplementary Cardholder shall have such access through the use of the ATM.
- 10.4 The Supplementary Credit Card issued may be cancelled at the request of the Cardholder 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.

## **11. Default**

- 11.1 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 Cardholder 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 Cardholder defaults in the payment of any monies hereby covenanted to be paid in the manner herein provided;
  - (b) If the Cardholder exceeds his/her Credit Limit granted by Maybank;
  - (c) If the Cardholder breaches any of the terms of this Agreement in any way whatsoever;
  - (d) If the Cardholder 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 Cardholder's properties and is not paid off immediately;
  - (f) 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.
- 11.2 Upon the cancellation of the Credit Card or upon the revocation, suspension or restriction of the rights of the Cardholder or Supplementary Cardholder to use the Credit Card aforesaid, the Cardholder shall, upon demand by Maybank, settle his/her Credit Card Account in full or in part as required by Maybank.
- 11.3 The Cardholder 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.

- 11.4 Notwithstanding any other provisions of this Agreement, the Cardholder 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 6 hereof and in enforcing the terms of this Agreement against the Cardholder and/or the Supplementary Cardholder.

## **12. Exclusion of Liability**

- 12.1 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 Credit Card or any revocation, suspension or restriction of the use of the Credit Card by the Cardholder or his/her Supplementary Cardholder including but not limited to any listing of the Credit Card in the Cancellation List.
- 12.2 Maybank shall not be liable for any loss or damage caused to the Cardholder 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 Cardholder may handle any claim or dispute directly with the Authorised Merchant or Authorised Cash Outlet and undertake not to withhold any payment under Clause 6 to Maybank upon the occurrence of such claim or dispute.
- 12.3 The cardholder shall take all reasonable precaution to prevent loss or theft of the credit card. If the credit card is lost and stolen, the cardholder 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 cardholder shall remain liable for all charges incurred prior theretoby the use of the credit card whether authorised by the cardholder or not.

## **13. Overseas Transactions**

- 13.1 The Cardholder may use the Credit Card outside Malaysia where there are Authorised Merchants and/or Authorised Cash Outlets.
- 13.2 The Cardholder may use the Credit Card for cash withdrawal through designated ATMs installed in such approved countries as shall be announced by SonyCard Visa from time to time.
- 13.3 Where the Cardholder uses the Credit Card outside Malaysia, the transactions shall be charged in the official currency of the country concerned and converted into Ringgit Malaysia at such exchange rate and at such time as may be determined by SonyCard Visa at its absolute discretion. In addition, the Cardmember also has to pay the administrative cost at a rate of 1% or at other rates will be determined by Maybank for conversion transactions made in foreign currencies.

- 13.4 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.

#### 14. Miscellaneous

14.1 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.

14.2 RIGHT TO SET OFF AND CONSOLIDATION

Maybank may set off or transfer any monies standing to the credit of the Cardholder'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) calendar days prior notice on its intention to set off a credit balance.

14.3 LAW

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

14.4 TIME

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

14.5 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.

14.6 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.

14.7 VARIATION

The Cardholder agrees that Maybank shall be at liberty to vary, add to or amend the terms and conditions herein set out by giving twenty one (21) days notice to Cardmember prior notice before the new terms and conditions take place. In the event the Cardholder shall not be agreeable to such variation, addition and/or amendment, the Cardholder shall surrender the Credit Card and return to Maybank cut in halves, failing which the Cardholder shall be deemed to have accepted such variation, addition and/or amendment.

#### 14.8 BANKING ACT

The Cardholder 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 Cardholder to Maybank under this Agreement.

#### 14.9 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 Credit 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 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.

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

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

#### 14.12 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.

#### 14.13 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.

#### 14.14 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.

#### 15. TreatsPoints

- 15.1 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.
- 15.2 The Principal Cardmember is entitled to earn TREATS Points on retail purchases made with his/her Credit Card for purposes of personal consumption only, i.e. non-business and non-commercial related consumption only. Maybank reserves the right not to award TREATS Points on retail spend which Maybank deems to be purchases made for business and commercial purposes using the Credit Card.

#### 16. Disclosure

- 16.1 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.

16.2 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.

16.3 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.

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

- (a) In amplification and not in derogation of its rights under this Agreement, Maybank with Seven (7) calendar days notice to the Cardmember, 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.
- (b) The Cardholder hereby authorises Maybank to disclose any information concerning the Cardholder 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 Cardholder to Maybank under this Agreement.

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

- (a) The cardholder hereby acknowledges and agrees that the Bank may at its absolute discretion assign transfer and/or sell the Cardholder'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 Cardholder hereby unconditionally and irrevocably consents to the assignment transfer and/or sale of the Cardholder's credit card account to the Credit Card Account Purchaser the Bank deem fit.
- (b) In amplification and not in derogation of clause (a) above, the Cardholder 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 Cardholder and/or the Cardholder's credit card account pursuant to or prior to the sale or intended sale of the Cardholder's credit card account to the Credit Card Account Purchaser without any notice to the Cardholder.

Note: Maybank reserves the right to change any or all the above terms and conditions whenever deemed necessary within Twenty One (21) calendar days notice.