

The Shell easiGO American Express® Prepaid Card issued by Maybank

Terms and Conditions

The issuance of the Shell easiGO Prepaid Card (hereinafter referred to as “Prepaid Card”) by Malayan Banking Berhad (hereinafter referred to as “Maybank”) to the Cardmember and the use of the Prepaid Card by the Cardmember shall be subject to the following Terms and Conditions made known to the Cardmember at the time of application, registration for and/or at the time of delivery of the Prepaid Card. These Terms and Conditions shall be binding on the Cardmember immediately upon acknowledgement of the receipt and/or use of the Prepaid Card.

1. DEFINITION

1.1 In these Terms and Conditions, unless there is something in the subject or context inconsistent with such expression or unless it is otherwise expressly provided:

- a) “Cardmember” shall mean the person to whom the Prepaid Card is issued and registered and whose signature appears thereon as an authorized user to use the Prepaid Card as provided for in these Terms and Conditions;
- b) “Prepaid Card Account” shall mean the Account of the Cardmember opened with Maybank for the purpose of these Terms and Conditions;
- c) “Authorized 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 the Prepaid Card when properly presented;
- d) “Sales Drafts” shall mean the relevant payment slips, forms or papers supplied to the Authorized Merchant for the purpose of recording, confirming and evidencing purchases or services incurred by the Cardmember through the use of the Prepaid Card to be charged to the Prepaid Card Account;
- e) “Automated-Teller-Machines (ATM)” shall mean computerized machines administering cash dispensing and other banking services and facilities designated for the use of the Cardmembers;
- f) “Point of Sales Terminal” shall mean a point of transaction terminal which is capable of reading the magnetic strip and/or the chip on the Prepaid Card;
- g) “Business Day” shall mean any day on which Maybank is open for business;
- h) Words in the singular include the plural and words in the plural include the singular. Words in the masculine gender include feminine and neutral genders;
- i) “PIN” shall mean the Personal Identification Number provided by Maybank to Cardmembers for use in conjunction with the Prepaid Card. Cardmembers are required to obtain the Prepaid Card PIN from the selected Maybank branches as displayed on Maybank’s website;
- j) “Reload” shall mean the adding monetary value to the Prepaid Card Account;
- k) “Consumer Goods” shall mean goods which are primarily purchased, or consumed for personal, domestic and household purpose, use or consumption but does not include negotiable instruments, shares, debentures or monies;
- l) “Transaction” shall mean all the transactions debited to the Prepaid Card or made using the Prepaid Card for the purchase of Consumer Goods or the obtaining of services or Cash Withdrawal, transactions initiated via an ATM that accepts the Prepaid Card, teller’s Point of Sales Terminals, telephone, or remote (internal or email) purchases and Reload to the Prepaid Card Account;
- m) “Starter Pack” shall mean the package containing the following:-
 - The Shell easiGO Prepaid Card;

- Registration/application form; and
 - Any other documents or materials as may be provided by Maybank as Maybank shall deem fit;
- n) "Stored Value" shall mean any amount in the Prepaid Card Account that is available for Transactions using the Prepaid Card;
- o) "Stored Value Currency" shall mean currency in Ringgit Malaysia;
- p) Headings and table of contents are for ease of reference only.

2. ACCEPTANCE OF PREPAID CARD

- 2.1 By issuing the Prepaid Card to the Cardmember, Maybank agrees, subject to successful registration of the Prepaid Card, to make available the facilities of the Prepaid Card to the Cardmember subject to these Terms and Conditions. On receipt of the Prepaid Card, the Cardmember shall immediately sign at the relevant signature panel on the Prepaid Card and register the Cardmember's use of the Prepaid Card with Maybank by completing the application form and sending the same to Maybank via facsimile, email or post or by any other mode prescribed and accepted by Maybank. Once the application form is received and the Cardmember's identification is verified, Maybank will activate the Prepaid Card. Upon registration or use of the Prepaid Card, the Cardmember agrees to be fully bound by these Terms and Conditions. A Cardmember must be above the age of eighteen (18) upon application and/or registration of the Prepaid Card.
- 2.2 The acceptance for registration of the Prepaid Card shall be solely at the discretion of Maybank. The Cardmember acknowledges and agrees that Maybank may refuse to accept the registration of the Prepaid Card without being under any obligation to inform the Cardmember of its reason for such refusal.
- 2.3 Without prejudice to Maybank's rights in Clause 2.2 above, Maybank reserves the right not to accept the registration of the Prepaid Card if bankruptcy proceedings have been instituted against the Cardmember or the Cardmember is currently an undischarged bankrupt.
- 2.4 The Cardmember undertakes not to disclose the Personal Identification Number (PIN) allocated by Maybank to him/her upon the issuance of the Prepaid 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 Prepaid Card Account with Maybank arising from any unauthorized transaction. In addition, Maybank shall not be responsible in any manner whatsoever for any unauthorized transaction that the Cardmember may be held liable as a result of such disclosure. In the event that the Cardmember does not wish to be bound by these Terms and Conditions, the Cardmember shall immediately return the Prepaid Card to Maybank cut in halves.

3. COVENANTS BY CARDMEMBER

- 3.1 The Cardmember covenants with Maybank as follows:
- a) That only the Cardmember who has been successfully registered by Maybank shall be entitled to use the Prepaid Card;
 - b) The Prepaid 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 Prepaid Card for any use or purpose unauthorized by Maybank;
 - c) At all times to exercise all possible care to ensure the safety of the Prepaid Card and the confidentiality of the PIN;

- d) To notify Maybank promptly in writing of any change to the particulars of the Cardmember given to Maybank during card application/registration and to further provide Maybank with any other details as Maybank may request from time to time;
- e) Generally to comply with all other conditions for the use of the Prepaid Card as may from time to time be imposed by Maybank;
- f) Not to use the Prepaid Card for illegal and/or unlawful activities including but not limited to illegal online banking, betting or gambling;
- g) To ensure that the total Stored Value shall at all times not exceed RM5,000 or any amount as may be determined by Maybank;
- h) To limit the number of Reloads to the Prepaid Card Account up to a maximum of three (3) Transactions per calendar day (or such other number that Maybank may at its absolute discretion decide);
- i) To ensure that the Transactions to be effected using the Prepaid Card and monies or funds to be used for Reload to the Prepaid Card Account are neither obtained from any unlawful source nor relate to any unlawful activities as specified under FINANCIAL SERVICES ACT 2013 ("FSA") & ANTI-MONEY LAUNDERING AND ANTI- TERRORISM FINANCING ACT 2001 ("AMLA")
- j) The use of the Prepaid Card shall be subject to all provisions of FSA, AMLA and all regulations and directives made thereunder by the Bank Negara Malaysia. Maybank may at its own discretions delay, block or refuse to make a Transaction if Maybank believes on reasonable grounds that making the Transaction may breach any of the laws of Malaysia or any other country and Maybank will incur no liability to the Cardmember if Maybank does so. The Cardmember agrees to release Maybank from all liability and to indemnify and hold Maybank harmless from any loss or damage that the Cardmember may suffer as a consequence.
- k) The Cardmember acknowledges that Maybank may have to act promptly and on limited information if there is a suspicion of fraud, money laundering or other illegal activities.

4. MANNER OF USE

- 4.1
 - a) To effect a purchase using the Prepaid Card from any Authorized Merchants, the Cardmember must sign on a Sales Draft prepared by the Authorised Merchant with the use of the Prepaid 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 through ATM, the Cardmember shall be required to obtain the Personal Identification Number (PIN) from selected Maybank branches to gain access to his/her Prepaid Card Account.
- 4.2 Maybank shall purchase from the Authorized Merchants all Sales Drafts incurred through the use of the Prepaid Card and is hereby expressly authorized to debit the Cardmember's Prepaid Card Account accordingly. Notwithstanding the provisions set out in Clause 4.1 above, the Cardmember hereby expressly authorizes Maybank to charge his/her Prepaid Card Account with any payments made to the Authorized Merchant which had not been signed by the Cardmember, 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 Authorized Merchant or if the Authorized Merchant has undercharged the Cardmember.
- 4.3 The Cardmember shall comply with all requirements, directions, instructions and guidelines for use of the Prepaid Card as communicated to the Cardmember from time to time.
- 4.4
 - a) Maybank shall be entitled to treat its record of Transaction effected by the use of the Prepaid 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 Prepaid Card Account of the Cardmember. The Cardmember agrees that the record of Maybank of any Transaction effected by the use of the Prepaid Card shall be conclusive and binding on the Cardmember for all purposes; and

b) The Cardmember shall be liable for all charges whatsoever arising from all transactions, whether authorized or unauthorized, effected with the Prepaid Card.

- 4.5 Notwithstanding Clause 4.1 above, a purchase may also be effected by providing the Authorized Merchant the Prepaid Card number together with such other particulars as may be recorded on the Prepaid 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 to Transactions at petrol kiosks and/or through such other modes that may be introduced/implemented by Maybank as and when Maybank may in its absolute discretion from time to time.
- 4.6 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 decide to cancel, revoke, suspend or restrict the use of the Prepaid Card or suspend or restrict the use of Prepaid Card by the Cardmember upon the occurrence of any one of the following events:
- a) Use of the Prepaid Card to pay for any illegal purchases; or
 - b) Use of the Prepaid Card to pay for any unlawful Transactions; or
 - c) Use of the Prepaid Card to purchase goods and services that will be resold i.e. not for personal use of the Cardmember.
- 4.7 Pre-authorization hold applies when the Cardmember uses the Prepaid Card at Shell's outdoor payment terminals for the purchase of fuel. This involves a process in which Maybank's systems automatically blocks a pre-authorized amount from the Stored Value. The pre-authorization amount shall be RM20 for the Prepaid Card designed for fueling motorcycles and RM80 for the Prepaid Card designed for fueling cars. This pre-authorized amount will be automatically released within three (3) calendar days, or once Shell petrol kiosk claims for the actual purchase value from Maybank, whichever date is earlier.
- 4.8 Pre-authorization hold may also apply to fuel purchases at non-Shell petrol kiosks and the pre-authorization amount shall be determined by the relevant petrol kiosks. The pre-authorized amount will automatically released within three (3) calendar days, or once the non-Shell petrol kiosks claim for the actual purchase value from Maybank, whichever date is earlier.
- 4.9 Pre-authorization hold may also apply to hotel, cruise and car rental Transactions and the pre-authorized amount will be the total amount of the authorized Transactions. The pre-authorized amount will automatically released within fifteen (15) calendar days, or once the acquiring bank claims for the actual purchase value from Maybank, whichever date is earlier.

5. FEES AND CHARGES

- 5.1 The Cardmember agrees to pay and authorizes Maybank to debit his/her Prepaid Card Account with the following fees and charges:
- a)

Description	Fees and Charges
Prepaid Card Starter Pack	RM15
Annual Fee	RM6
Reload Fee	Nil
ATM Cash Withdrawal Fee	Nil
Sales Draft Retrieval Fee	RM15 per original sales draft and RM5 per copy of the sales draft
Hardcopy statement request Fee	RM2 per statement RM5 for statement exceeding six month *E-statement is free of charge

The aforesaid fees or charges may be varied at any time, and from time to time at the sole and absolute discretion of Maybank with such changes posted to the Maybank's website. The Cardmember shall keep track of the current fees or charges imposed by Maybank at Maybank's website. The Cardmembers would be notified of any changes to these Terms and Conditions within twenty one (21) calendar days prior to the effective date of implementation.

- b) Legal fees (on a Solicitor and Client basis) and other expenses incurred by Maybank in the enforcement of Maybank's right and entitlement under these Terms and Conditions and the recovery of monies owed by the Cardmember to Maybank under his/her Prepaid Card Account;
- c) Any other reasonable fees and charges imposed by Maybank for services and facilities rendered to the Cardmember.

6. TERMINATION / CANCELLATION OF USE OF THE CARD

- 6.1 The Prepaid Card is the property of Maybank who is entitled at any time at its absolute discretion to terminate the use of and withdraw the Prepaid Card or suspend its use or otherwise refuse any Transactions to be effected on the Prepaid Card if there is any breach by the Cardmember of any of these Terms and Conditions herein contained or in any other circumstances as Maybank may deem fit at its sole and absolute discretion.
- 6.2 The Cardmember hereby agrees to release Maybank from all liability and to indemnify Maybank and hold it harmless against any claims or demands whatsoever arising directly or indirectly from the withdrawal of, suspension of or refusal to effect any Transaction on the Prepaid Card including any purported claim for defamation or for any losses whatsoever.

- 6.3 In addition to Maybank's rights set out in clause 6.1 above, Maybank may any time at its absolute discretion terminate the use of and withdraw the Prepaid Card upon the happening of the following events or any of them:
- a) the Cardmember is adjudged a bankrupt or is insolvent, dies or becomes insane; or
 - b) any of the Cardmember's real or personal property is the subject of a levy of execution, writ of attachment, or other legal encumbrance; or
 - c) after a credit check, Maybank deems its position to be insecure; or
 - d) the Cardmember uses the Prepaid Card in excess of the Stored Value; or
 - e) the Cardmember fails to comply with any of the provisions set out in these Terms and Conditions.
- 6.4 Upon the termination and/or withdrawal of the Prepaid Card all monies owing to Maybank under the Prepaid Card Account shall become due and immediately payable.
- 6.5 The Cardmember may terminate or cancel the card by returning the Prepaid Card cut in halves to Maybank.
- 6.6 Upon cancellation of the Prepaid Card by the Cardmember or upon revocation, suspension, termination or restriction on the use of the Prepaid Card by Maybank, all outstanding monies due under the Prepaid Card Account and any deficiency in Stored Value shall be deemed as monies owing to Maybank by the Cardmember, and shall become due and payable immediately and the Cardmember shall upon demand by Maybank, settle in full failing which Maybank may proceed to take any action deemed necessary at its sole and absolute discretion to recover the same.
- 6.7 Upon cancellation of the Prepaid Card by the Cardmember, the Cardmember may redeem the Stored Value after fourteen (14) Business Days from the date of cancellation or termination of the Prepaid Card. The balance of the Stored Value will be refunded to the Cardmember (less any applicable fees and charges) via banker's cheque or by depositing it into the Cardmember's bank account.
- 6.8 The Prepaid Card is valid till the Valid Thru date printed on the card face of the Prepaid Card. On expiry of the Prepaid Card, the Cardmember will not be provided with a replacement card. However the Cardmember may contact Maybank to seek redemption of the remaining funds on the Prepaid Card by following the process described at clause 6.7.

7. LIABILITY OF CARDMEMBERS / LOST OR STOLEN CARD

- 7.1 Subject to the provisions of Clause 8 hereof, all Cardmembers shall be fully liable for all Transactions effected through the Prepaid Card and the PIN, whether with or without the Cardmember's knowledge or authority.
- 7.2 The Cardmember shall take reasonable precautions to prevent loss or theft of the Prepaid Card. In the event of any loss or theft of the Prepaid Card or the disclosure of the PIN to any unauthorized person, the Cardmember shall upon discovery thereof immediately notify Maybank Card Centre by telephone (with confirmation in writing within a reasonable period thereafter), to the Maybank Card Centre in order to mitigate the losses to the Cardmember. The Cardmember shall make a police report for the lost/stolen Prepaid Card and/or PIN being disclosed to an unauthorized person and a copy of the same shall be extended to the Maybank Card Centre. The Bank will invalidate the Prepaid Card and the invalidation will take immediate effect following receipt of notification from the Cardmember.

- 7.3 The Cardmember shall be and remain liable for all Transactions incurred from the unauthorized usage of the Prepaid Card if investigations by Maybank and/or the Police reveal that the Cardmember is directly or indirectly involved in the procurement of any merchandise or services from the Authorized Merchants affected, or Cash Withdrawal through the use of the Prepaid Card.
- 7.4 If a Prepaid Card reported lost is subsequently recovered, the Cardmember shall immediately return such Card cut in half, to Maybank. Maybank will not issue a replacement Card following the loss or theft of the Prepaid Card or the disclosure of the PIN to any unauthorized person and a new Starter Pack will have to be purchased upon the payment of the Starter Pack Fee.
- 7.5 Maybank must be notified, in writing, immediately of any lost or stolen card and the circumstances thereof, and the Cardmember shall be responsible for any Transaction or use of the Prepaid Card prior to the receipt of such notification by Maybank.
8. DISCLAIMER OF LIABILITY BY BANK
- 8.1 Maybank shall not be liable for any loss or damage caused to the Cardmember arising from any act or omission on the part of the Authorized Merchant including refusal by the Authorized Merchant to honour the Prepaid Card or any defect or deficiency in any Consumer Goods or services provided by the Authorized Merchant. The Cardmember shall resolve all complaints, claims and disputes against the Authorized Merchant directly and not through Maybank. The Cardmember undertakes not to enjoin Maybank in any such claim and/or dispute or legal proceedings against the Authorized Merchant. Maybank shall not be liable for any payment remitted to the Authorized Merchant notwithstanding any claim and/or dispute that the Cardmember may have against the Authorized Merchant. In any event when there is a dispute to any Transaction, the amount deducted for payment towards such disputed Transaction shall not be refunded unless the Cardmember is absolved by Maybank after due investigation from any liability whatsoever in relation to such disputed Transaction. Any monies to be refunded shall be credited to the Prepaid Card Account.
- 8.2 The Cardmember shall absolve and exempt Maybank from all liability whatsoever if the Prepaid Card is not accepted by any Authorized Merchant. Maybank further disclaims and the Cardmember releases Maybank from all liability whatsoever for any failure by Maybank to perform any obligations under these Terms and Conditions howsoever occurring even if such failure is within Maybank's control.
9. CASH WITHDRAWAL
- 9.1 The Cardmember can withdraw cash from his/her available Stored Value in the Prepaid Card Account via Maybank's ATMs within Malaysia subject to the Maybank's ATM daily cash withdrawal limits;
- Minimum cash withdrawal amount per Transaction of RM10
 - Maximum cash withdrawal amount per Transaction of RM1,000
 - Cash withdrawal via ATM cannot exceed the Stored Value
- 9.2 The ATM cash withdrawal facility is not available overseas.
10. OVERSEAS TRANSACTIONS AND FOREIGN CHARGES
- 10.1 The Cardmember may use the Prepaid Card at Authorized Merchants outside Malaysia.
- 10.2 The Cardmember may not use the Prepaid Card for ATM cash withdrawal overseas.

- 10.3 All Transactions effected on the Prepaid Card shall be denominated in the Stored Value Currency. Any Transaction incurred otherwise than in the Stored Value Currency shall be converted into the Stored Value Currency at such exchange rate at such time as may be determined by American Express at its absolute discretion. A charge that is made in a foreign currency other than U.S. Dollars will, when the conversion is done by American Express, be converted into U.S. Dollars before being converted into the Stored Value Currency.
- 10.4 For foreign charges converted by American Express, a conversion factor of 2.5% will be added to the converted amount, 1.5% of which will be retained by American Express.
- 10.5 When the Cardmember uses the Prepaid Card outside Malaysia, the Transaction shall be charged in the official currency of the country where the Prepaid Card is used, and converted into the Stored Value Currency as in accordance with clause 10.3.
- 10.6 Maybank shall be entitled to treat the record of any Transaction effected by the use of the Prepaid Card including but not limited to the Transactions effected via internet, mail order, telephone or at specific Point of Sale Terminals, petrol kiosk and/or through such other modes that may be introduced and/or implemented from time to time as evidence of Transaction properly effected by the Cardmember to be debited to the Cardmember's Prepaid Card Account.
- 10.7 Where applicable, the Cardmember shall authorize Maybank to take such steps to comply with the relevant Exchange Control Regulation issued by Bank Negara Malaysia in respect of any overseas Transactions.

11 CREDITS FROM AUTHORIZED MERCHANTS

- 11.1 Subject to receipt of a properly issued credit slip and verification by Maybank, Maybank may credit any refunds made by the Authorized Merchants in favour of the Cardmember as Stored Value into the Prepaid Card Account. If available, copies of the properly issued credit slips will be provided to the Cardmember upon request and at the Cardmember's cost.

12. RELOAD / MAXIMUM STORED VALUE / DEBIT BALANCE

- 12.1 The Cardmember may Reload the Prepaid Card in the following manner or such other manner which Maybank may prescribe from time to time:
- a) Bank in cash or cheques at any of Maybank's branches over the counter or using Maybank's cash/cheque deposit machines;
 - b) Transfer funds from any of the Cardmember's other accounts held with Maybank in any manner permitted by Maybank;
 - c) Conduct inter-bank money transfer (GIRO) from Cardmember's other accounts held with other banks; or
 - d) Debit funds from Maybank's Debit/ATM cards over the counter at Shell petrol kiosks
- 12.2 Reload by the Cardmember shall not be considered to have been made until the relevant Reload has been received for value by Maybank. All Reload by outstation cheques shall include Maybank's commission where applicable. Failure to include such commission shall entitle Maybank to debit the Cardmember's Prepaid Card Account for the same.

12.3 The maximum Stored Value that the Cardmember may credit to the Prepaid Card is RM5,000 or any amount as may be determined by Maybank. Nevertheless if as a result of any error or other circumstances, the Bank's system permits the Cardmember's Stored Value to exceed RM5,000 or any amount as may be determined by Maybank, Maybank will notify the Cardmember of such excess and require the Cardmember to fully utilize such excess or redeem such excess by the way of the method provided in Clause 6.7 within fourteen (14) calendar days from the date of Maybank's notification.

12.4 Debit balance of the Prepaid Card Account could occur as a result of any error or other circumstances such as;

- a) A Transaction exceeds the Stored Value; or
- b) The Stored Value is not sufficient to cover any fees and charges and any of the above creates a debit balance on the Prepaid Card,

Such debit balance shall be an amount due to Maybank and the Cardmember shall repay such debit balance due to Maybank within fourteen (14) calendar days from the date of Maybank's request for repayment. Such a repayment may be made by the Cardmember by way of Reload in an amount that equals to or exceeds such debit balance. Any amount of the Reload in excess of the debit balance shall be treated as Stored Value.

12.5 Any complaint shall be directed to the Sales & Service Center's Manager or the Head, ATM & SST Operations, Head Office or for any complaint in relations to Point of Sales (POS) transaction only, to Head, Cardmember Engagement, Cards for further recourse.

12.6 Except as provided in Clause 12.3, the Cardmember shall accept full responsibility for all Transactions made by the use of the Prepaid Card and shall accept Maybank's record of Transactions as binding and conclusive for all purposes and hereby authorize Maybank to debit the Cardmember's Prepaid Card Account whether with or without the Cardmember's knowledge or authority.

13. CHECKING STATEMENT DETAILS

13.1 The Cardmember will receive E-Statement through the Cardmember's registered email address upon registration of the Prepaid Card account. No hardcopy statement will be provided to the Cardmember except via ad-hoc request from the Cardmember by calling Maybank's customer service number 1-800-88-9559 and will be subject to the fees and charges in accordance to clause 5.1.

13.2 The Cardmember may also access Maybank's website by logging into his/her Maybank2U account using his/her username and password to:

- a) View and/or download Online Statement; and
- b) View Transaction history.

13.3 The E-Statement and Online Statement will contain information about the Stored Value and the Transactions, fees and charges incurred up to 1 month prior to the monthly statement cycle cut date. The transaction history available on the Maybank2U account will list the Transactions, fees and charges for the prior sixty (60) calendar days, and will reflect the updated Prepaid Card Account details except for Transactions yet to be processed by Maybank and/or Transactions that took place less than forty-eight (48) hours ago.

14. LAW

14.1 These Terms and Conditions between Maybank and the Cardmember shall be governed by the laws of Malaysia.

15. TIME

15.1 Time wherever mentioned shall be of the essence of these Terms and Conditions.

16. PRESERVATION OF RIGHTS AND ENTITLEMENT

16.1 Notwithstanding anything in these Terms and Conditions, Maybank's rights and entitlement under this Terms and Conditions shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Prepaid Card by Maybank.

17. VARIATION

17.1 The Cardmember agrees that Maybank shall be at liberty to vary, add to or amend the Terms and Conditions herein set out. In the event the Cardmember shall not be agreeable to such variation, addition and/or amendment, the Cardmember shall surrender the Prepaid Card and return to Maybank cut in halves, failing which the Cardmember shall be deemed to have accepted such variation, addition and/or amendment.

17.2 These Terms and Conditions governing the Prepaid Card Account(s) of the Cardmember with Maybank which are consistent with these Terms and Conditions shall continue to apply. The Terms and Conditions herein are not exhaustive and Maybank reserves the right to add, delete, vary or amend these Terms and Conditions at any time and from time to time at its sole and absolute discretion by giving twenty one (21) calendar days' notice to Cardmember. The Cardmember hereby agrees that any such additions, deletions, variations or amendments to these Terms and Conditions shall be binding on the Cardmember and be deemed to have come to the Cardmember's attention by them being displayed at Maybank's website and any of its branches or advertised by any other mode which Maybank may deem fit. Any new service that may be introduced by Maybank from time to time if advertised by Maybank through the newspaper or Maybank's promotional items placed at Maybank's website shall be deemed to have been effectively and sufficiently communicated to the Cardmembers.

18. TREATS POINTS

18.1 The Cardmember is entitled to earn TREATS Points on purchases made with his/her Prepaid 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 Prepaid Card.

18.2 TREATS Points are valid for three (3) years. All TREATS Points acquired must be redeemed prior to the date the account is closed. Thereafter, all unredeemed TREATS Points will be automatically cancelled without prior notification to the Cardmember.

19. DISCLOSURE

- 19.1 The Cardmember hereby authorizes Maybank to disclose to any Authorized Merchant, American Express and/or its officers and/or any interested party any information concerning the Cardmember and his/her Prepaid Card Account and the Cardmember's other accounts with Maybank in such manner and to such extent as Maybank shall consider necessary for any purpose or to facilitate the use of the Prepaid Card, the processing of any transaction effected or to be effected through the use of the Prepaid Card or for the purpose of recovering any monies due and payable from the Cardmember to Maybank under these Terms and Conditions. In addition, the Cardmember hereby authorizes Maybank to disclose any information concerning the Cardmember to any of Maybank's existing or future business partners for the purpose of providing information about products or services or such privileges and benefits to the Cardmembers or for any other purposes. Maybank may use any information concerning the Cardmember to develop mailing lists which may be used by any of Maybank's existing or future business partners to offer products or services or such privileges and benefits to the Cardmember or for marketing activities which the Cardmember may receive through the mail. 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:

Maybankard Centre, 7th Floor, Menara Maybank,
100 Jalan Tun Perak, 50050 Kuala Lumpur.

The Cardmember hereby authorizes Maybank to disclose information to Bank Negara Malaysia regarding the Cardmember's Prepaid Card facilities or the Cardmember's account, as may be required, whether pursuant to law or otherwise. Maybank shall not be liable whether directly or indirectly to the Cardmember or any other persons for such disclosure.

20. APPOINTMENT OF AGENT(S)

- 20.1 In amplification and not in derogation of its rights under these Terms and Conditions, Maybank shall have the right at its sole discretion, and when it deems it necessary to appoint and authorize an agent of its choice and on its behalf for the sole purpose of selling the Prepaid Card under these Terms and Conditions.
- 20.2 The Cardmember hereby authorizes Maybank to disclose any information concerning the Cardmember and his/her Prepaid 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 these Terms and Conditions.

21. SEVERABILITY

- 21.1 If any of the provision of this Terms and Conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

22. MISCELLANEOUS

- 22.1 Failure or delay by Maybank to exercise any right, power or privilege shall not affect the Cardmember's liability to Maybank nor shall any single or partial exercise of any right, power or privilege prevent Maybank from further exercising its right, power or privilege contained in these Terms and Conditions.

- 22.2 The obligation of the Cardmember shall be binding on the Cardmember's legal representatives or successors in title.
- 22.3 In the event there is any uncertainty arising from these Terms and Conditions, such uncertainty shall be resolved by Maybank. Maybank's decision of the meaning of any provision and where applicable, Maybank's choice of the appropriate provision to be applied to a particular situation shall be final and binding on the Cardmember.
- 22.4 All Cardmembers aged eighteen (18) to fifty five (55) years are entitled to a FREE RM15,000 Total and Permanent Disablement Personal Accident Insurance cover underwritten by Etiqa Insurance Berhad [Company no. 9557T]. The maximum cover per individual is RM15,000 regardless of the number of cards the individual is registered for. The free insurance covers the Total and Permanent Disablement due to an accident. The free cover is for maximum duration of twelve (12) months from the date of the Prepaid Card is registered or until the Prepaid Card is cancelled, whichever is the earlier. For details of the cover and policy contract, please visit www.maybank.com.my.
- 22.5 Maybank may, at any time;
- a) Combine any or all of the Cardmember's accounts with Maybank (including the Prepaid Card Account regardless of where these accounts are located and whether these accounts are denominated in Ringgit Malaysia or in other currency); and/or
 - b) Set-off or transfer any sum standing to the credit of any such account(s) towards payment of all monies due (regardless of where these monies dues are located and whether denominated in Ringgit Malaysia or in any other currency) and the set-off may be done that credits and the debits are in different currencies.

Maybank may affect any of the combination, consolidations, set-off or transfer with the necessary conversions at Maybank's prevailing exchange rate determined by Maybank at its sole discretion. Maybank may, at any time freeze the Cardmember's current and deposit accounts held at Maybank before giving the Cardmember notice of the Bank's intention to exercise its right to set-off or transfer.

Note: Maybank reserve the right to vary/change any of all these Terms and Conditions (including the privileges made available by Maybank in connection with the Prepaid Card whether such privileges are set out herein or elsewhere) whenever Maybank deems necessary by giving twenty one (21) days notice before implementation. Cardmembers are advised to refer to the updated Terms and Conditions on Maybank's website www.maybank.com.my from time to time.

American Express is a trademark of American Express. The Shell easiGO American Express Prepaid Card is issued by Malayan Banking Berhad pursuant to a license from American Express.