

Maybank Visa Corporate Card

# Terms and Conditions



# Maybank Visa Corporate Card Terms & Conditions

The issuance of the Maybank Visa Corporate Card (hereinafter referred to as “the Corporate Card” or “the Card”) by Malayan Banking Berhad (hereinafter referred to as “Maybank”) to the Cardmember/Company and the use of the Card by the Cardmember shall be subject to these terms and conditions made known to the Cardmember/Company at the time of application for and/or at the time of delivery of the Card. These terms and conditions shall be binding on the Cardmember/Company immediately upon acknowledgement of the receipt and/or use of the Card by the Cardmember.

## 1. IMMEDIATE SIGNING OF THE CARD

The Cardmember shall sign the Card immediately upon receipt thereof, unless the Cardmember and the Company do not wish to be bound by these terms and conditions, in which case the Company or the Cardmember shall cut the Card into half and return the same to the Bank.

The signing of the Card shall constitute an acceptance and agreement on the part of the Company and the Cardmember of all the terms and conditions that are herein contained including those terms and conditions that may be introduced by the Bank from time to time.

The Cardmember undertakes not to disclose the Personal Identification Number (PIN) allocated by Maybank to him/her upon the issuance of the Card to any person, failing which the Cardmember shall be liable to Maybank for any debit entry in his/her, Visa Corporate Card Account with Maybank arising from an unauthorised transaction.

## 2. DEFINITIONS

2.1 In these terms and conditions, the following definitions shall apply.

- (i) the expressions “we”, “our”, “us”, “the bank”, “Maybank” means Malayan Banking Berhad. The expressions “you”, “your” means the Company applying for the Account.
- (ii) “Account” or “Accounts” means your Visa Corporate Card Account. “Company” means the company, firm or organisation whose name appears on the Visa Corporate Card and Application Form. “Corporate Cardmember” or “Cardmember” means an individual to whom a Corporate Card is issued at the Company’s request.
- (iii) “Charges” means all amounts charged to an Account, regardless of whether a charge from or other charge authorisation is signed, including purchases of goods and services, cash advances, late payment fees or liquidated damages and any other fees or charges.
- (iv) “Credit Limit” means the limit imposed by Maybank against you for the use of the Card.
- (v) 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 Cardmembers;
- (vi) The term “Credit Card Reading Terminal” shall mean a point of transaction terminal which is capable of reading the Chip and Magnetic data on a Card.
- (vii) The term “Total New Balance” means 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 Account during the Billing Period;

- (viii) The term "Due Date" means Thirty (30) days from the Closing Date of Billing Period appearing in the monthly statement of account;
- (ix) The term "Billing Period" means 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; and
- (x) The term "Business Day" shall mean any day on which Maybank is opened for business.

### **3. THE CORPORATE 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 Corporate 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 Corporate Card facilities presently consist of:-
  - (a) Purchase of goods and/or services from any merchant registered with Maybank;
  - (b) Withdrawal of cash hereinafter referred to as "Cash Withdrawal".

### **4. COMPANY'S AUTHORITY**

The Company do hereby authorise the Cardmember to hold the Card and utilise the facilities of the Card for and on behalf of the Company.

### **5. MANNER OF USE**

- 5.1 To effect a purchase using the Corporate Card from any merchant registered with Maybank, the Cardmember must sign on a sales draft prepared by the merchant registered with Maybank with the use of the Corporate Card, but the signature shall not be a condition precedent to the liability of the Cardmember in respect of the purchase transaction; and
- 5.2 The Cardmember/Company shall comply with all requirements, directions, instructions and guidelines for the use of the Corporate Card issued by Maybank from time to time in respect of all credit and banking facilities and services rendered to the Cardmember/Company
- 5.3
  - (a) Maybank shall be entitled to treat its record of transactions effected by the use of the Corporate Card including but not limited to transactions effected via mail order or telephone as evidence of a debt properly incurred by the Cardmember to be debited to the account of the Cardmember;
  - (b) The Cardmember agrees that the record of Maybank of any transactions effected by the use of the Corporate Card shall be conclusive and binding on the Cardmember and as the Bank deems fit.
  - (c) The Cardmember shall be liable for all charges and advances whatsoever arising from all transactions, whether authorised or unauthorised, effected with the Corporate Card.

- 5.4 Where the Cardmember uses the Visa Corporate Card for the purpose of betting, including lottery tickets, casino gaming chips, off-track betting, wagers at race tracks, the transaction shall be considered as a Cash Withdrawals and the relevant Cash Withdrawal Fee shall be imposed by the Bank.
- 5.5 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 not to renew, cancel, revoke the Corporate Card or suspend or restrict the use of Corporate Card by the Cardmember upon the occurrence of any one of the following events:-
- use the Corporate Card as payment for any illegal purchases; or
  - use the Corporate Card as payment for any unlawful transactions; or
  - use the Corporate Card to purchase goods and services that will be resold i.e. "not for personal use of the Cardmember".

## 6. ACCOUNTS & CARDS

Maybank will issue the Corporate Card on the Account bearing your name and those of your designated employees as requested by you in writing to us.

- 6.1 Maybank reserves the right to:-
- require each prospective Corporate Cardmember to complete the application form for the Card;
  - impose a minimum income requirement for Corporate Cardmember in accordance with its usual risk management criteria;
  - carry out credit checks on the Company and/or the Cardmember, subject to applicable legal requirements. This includes, but is not limited, to obtaining credit reports from credit reporting agencies;
  - decline to issue, renew or replace a Card to any person;
  - cancel or suspend the use of a Card at any time either generally or in relation to a particular transaction.
- 6.2 We shall renew and replace the Card, subject to 6.1 above, unless the Company or the Cardmember direct otherwise.

## 7. CASH REBATES

- 7.1 You may now combine all the Cardmembers' spending to earn cash rebates of up to 0.5% on all retail transactions, excluding petrol and government services. Cash rebates are calculated at the end of the month and will be credited at the beginning of the following month into your Card Account and it will be reflected in the Account statement of the month.
- 7.2 The total accumulated monthly transactions with less than RM200 will not be entitled for Cash Rebate.
- 7.3 Maybank will debit or deduct the cash rebates for merchant refund transactions. The amount will be charged to Cardmembers in the account statement of the following month.
- e.g. Transaction(s) in the aggregate sum of RM1000 (Cardmember gets a rebate of 0.5%) in the month of June.

### Card Statement as of 1 July

Transaction(s)	1,000.00
Rebate 0.5%	-5.00
<b>Total Billed</b>	<b>995.00</b>

e.g. Transaction(s) in the aggregate sum of amount RM1000 (Cardmember gets a rebate of 0.5%) in the month of June. The Refunded amount is RM200. The rebate charge back of 0.5% of RM200 refund amount will be debited and charged back amounting to RM1.00 ending with total amount due for payment at RM796.00.

#### **Card Statement 1 July**

Transaction(s)	1,000.00
Rebate 0.5%	-5.00
Refund	-200.00
Rebate Charge Back 0.5% of RM200	+1.00
<b>Total Due (1,000 - 200 - 5 + 1)</b>	<b>796.00</b>

### **8. CREDIT LIMIT**

- 8.1 Maybank shall at its sole discretion specify the Cardmember's Credit Limit with Maybank for the purpose of these terms and conditions.
- 8.2 Where the Company operates two (2) or more Corporate Card with Maybank, a combined Credit Limit will be assigned to the Company representing the total credit limit extended to cover the use of all the Corporate Card held by the Company and its Add-on Cardmember, if any.
- 8.3 The Company and Cardmember hereby covenant that he/she shall not exceed his/her Credit Limit in using the Card and shall make good any excess thereof immediately upon receipt of the monthly statement of account.
- 8.4 Subject to Clause 3.2(b) the Company or the Cardmember is allowed to effect Cash Withdrawal of only up to 50% of the available Credit Limit.
- 8.5 The Company or the Cardmember is allowed to enjoy a maximum 50% of available Credit Limit for EzyPay Installment Plan at selected Merchants.

### **9. LIABILITY**

- 9.1 You and/or the Cardmember are jointly and severally and/or solely liable/or individually liable for all charges on the Visa Corporate Card.
- 9.2 You must notify us immediately as soon as you become aware or have reason to suspect that a Card is lost or stolen or if a Card or the Account is at risk of being misused and you shall write to Maybank within [3] days of such incident to confirm such loss or theft or risk.
- 9.3 Until and unless Maybank receives such written confirmation referred to in 9.2 above, you and/or the Cardmember shall remain liable for all charges incurred prior thereto by the use of the Card whether authorized by the Cardmember or not.
- 9.4 You agree to provide us with reasonable assistance to collect all overdue amounts from Corporate Cardmembers, including but not limited to details of the Cardmember's last known address and telephone number, the use of the Card or Account by the Cardmember and reimbursement by you of Charges incurred by the Cardmember. For the avoidance of doubt, you shall remain liable for all overdue amounts from the Corporate Cardmembers if the Bank fails to receive the payments due and owing to the Bank under these terms and conditions.
- 9.5 You must notify us immediately if a Corporate Cardmember's authority to incur Charges ceases due to termination of employment or any other reason. You shall remain jointly and severally liable and/or solely liable or individually liable with the Cardmember to pay us for all Charges incurred until we receive notice of such termination from you.

- 9.6 You shall use your best efforts to collect and destroy the Cards issued to individuals whose authority to incur Charges has ceased due to termination of employment for any reason or whose Cards have been cancelled.

#### **Joint & Several Liability**

The Company is liable for the total debt of every card issued in its name together with each Cardmember e.g. (the employee) who shall be jointly liable for debts incurred under the Card issued to the individuals.

#### **Individual Liability**

Cardmember shall be solely responsible for repayment.

#### **Sole Liability**

Company which chooses to be solely responsible for all liabilities arising from the Card, will be responsible to repay all Cardmembers' Charges.

### **10. ACCEPTANCE OF CREDIT CARD**

- 10.1 The Credit Card issued and delivered herewith by Maybank must be signed by the Cardholder immediately upon receipt thereof.
- 10.2 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. In addition, Maybank shall not be responsible in any manner whatsoever for any unauthorised transaction that the Cardholder may be held liable as a result of such disclosure.
- 10.3 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 unless you do so you shall be deemed to have accepted this Agreement.

### **11. CARD NOT TRANSFERABLE**

The Card is not transferable and shall only be used by the Cardmember personally.

### **12. USE OF CARD**

During its currency, the Card entitles only the Cardmember to:-

- (a) Purchase of goods and/or services or otherwise for credit with any merchant registered with Maybank accepting the Card;
- (b) obtain cash advances of up to such amount as the Bank may determine from time to time or up to his available credit whichever is the lower from the Bank, or
- (c) Such other facilities as the Bank may in its absolute discretion provide from time to time.

### **13. SETTLEMENT OF ACCOUNT**

The Bank shall purchase from any merchant registered with Maybank all bills incurred by the Cardmember pursuant to the use of the Card and the Bank will render to the Company on monthly basis a consolidated statement of account in respect of all bills so purchased and all finance charges and other Bank charges payable under these terms and conditions and such statements shall be deemed to be correct, binding and conclusive against the Company and/or the Cardmember unless the Company and/or the Cardmember shall have given written notice of the contrary to the Bank within seven (7) days after receipt of the same.

## 14. PAYMENT

- 14.1 You shall not deduct or withhold, without our prior approval, any amount shown as due on any account statement. If you believe any Charges shown on a statement is in error or should there be any disputes or discrepancies with the merchant or seller, you shall notify Maybank within 20 days from the closing date of the billing period as stated on the statement of the account failing which the entries in the statement of amount are deemed as correct by Maybank. Maybank may set up and maintain for a reasonable period, a temporary credit on the Account for the disputed portion of the Charges while it investigates the error or you seek to resolve the dispute.
- 14.2 The Company or the Cardmember shall make payment on or before the due date as stipulated in the monthly statement of account of not less than the amount shown in the monthly statement as “the minimum payment”, being 5% of the outstanding balance as stipulated in the monthly statement plus the amount in excess of the credit limit and the amount past due or RM50.00 whichever is higher, subject to finance charges as stipulated in Clause 15 thereof.
- 14.3 Payment Allocation Method. Any payment received will be applied in the order of balances attracting the highest interest rate to the lowest interest rate.

## 15. FINANCE CHARGES

- 15.1 Finance Charge 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.

Conditions Monthly Repayment Total 12 Months	Interest	
	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	1.5%	18%

### 15.2 Late Payment Charges

Where the Company or the Cardmember fails to make the minimum payment on the due date, Maybank shall be entitled to charge, and the Company or the Cardmember shall be liable to pay, an additional late payment charges of one per centum (1%) of the unpaid outstanding balance subject to a minimum of Ringgit Malaysia Ten (RM10.00) and a maximum of Ringgit Malaysia One Hundred (RM100.00) only.

## 16. ADDITIONAL CHARGES

The Bank may at its absolute discretion levy additional charges at such rate and in such manner as it deems fit for any other services. The Bank may provide with 21 days notice by posting to [www.maybank2u.com](http://www.maybank2u.com) or by any other mode that Maybank shall deem fit.



## **17. FEES AND CHARGES**

- 17.1 The Company or Cardmember agrees to pay and authorises Maybank to debit the Company's account with the following fees and charges:-
- (a) Fixed fee of five per centum (5%) on all Cash Withdrawals through the use of the Corporate Card or a minimum of Ringgit Malaysia Eighteen (RM18.00) per transaction, whichever is higher.
  - (b) Annual fees as follows:-  
Annual Fees per Card – RM130.00 per card
  - (c) Finance Charges under Clause 15.1 above.
  - (d) Late Payment Charges under Clause 15.2 as above.

If service fees are payable, the Company agrees to pay them when the same is billed to the Account in accordance with Maybank's normal practice.

17.2 All amounts payable are expressed in and are payable in Ringgit Malaysia.

17.3 Card replacement fee – RM50.00 - and to include any other charges.

17.4 Card Statement Request - Ringgit Malaysia Five (RM5.00) per copy per month (statement period within 2 years) and Ringgit Malaysia Ten (RM10.00) per copy per month (statement period beyond 2 years).

17.5 The Service Tax of RM25.00 is governed by the Sales Tax Act 2018 and the Service Tax Act 2018 is imposed upon issuance of card and every subsequent year or part thereof.

## **18. REQUEST FOR SALES DRAFT**

Any request by the Company and/or the Cardmember for copies of sales drafts shall be subject to a fee of RM15.00 per copy.

## **19. DISHONOURED CHEQUES**

In the event any cheque drawn by the Company or the Cardmember to the order of the Bank is not honoured for the full amount thereon, the Bank may at its sole discretion levy a service charge against the Company or the Cardmember for each cheque so dishonoured to reimburse the Bank for the costs and expenses of collection.

## **20. INDULGENCES**

The Bank's acceptance of late payments or partial payments or cheques or money orders marked as constituting payment in full shall not operate to prevent the Bank from enforcing any of its rights under these terms and conditions to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of these terms and conditions in any respect.

## **21. USE OF CARDS AND ACCOUNTS**

- 21.1 You or the Cardmember shall only use the Corporate Card and/or the Account for business purposes and in accordance with your applicable Company policies. You shall instruct all Cardmembers to comply with this requirement.
- 21.2 You or the Cardmember shall not use the Account or any Card for the purchase of goods or services which you intend to resell. You warrant that you are the end user of all goods and services charged to the Account(s).
- 21.3 You shall notify us immediately if a Cardmember's employment with you is terminated for any reason or if you expect such termination and the effective date or expected date of termination.

## **22. DUTY OF UTMOST CARE**

The Company and the Cardmember shall, in the use of the Card and the conduct of the Card account, take every possible care and precaution to avoid and prevent any loss to the Bank howsoever incurred (including without prejudice to the generality of the foregoing, any loss due to the

fraudulent or unauthorised use of the Card by any other person or persons). The Company and Cardmember hereby undertake to save harmless and keep the Bank, its successors in title and assigns, fully indemnified from and against all losses, claims, expenses and liabilities whatsoever whether caused directly or indirectly by any act or omission on the part of the Company and/or Cardmember.

### **23. NOTIFICATION OF LOSS**

The Cardmember shall take all reasonable precautions and diligent to prevent any loss or theft of the Card. In the event of any loss or theft of the Card, the Cardmember shall notify Maybank, or any member of Visa International immediately upon discovery of such lost or theft and confirm the same in writing to Maybank. 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 Maybank immediately. Until and unless such written confirmation and the certified true copy of the police report is received by Maybank, the Cardmember shall remain liable for all the charges incurred prior thereto whether authorized by the Cardmember or not. Maybank may, at its sole and absolute discretion resolve that the Cardmember's liability be limited to RM250.00 for those Charges incurred prior to the reporting of the lost or stolen Card if the Cardmember had taken reasonable care and diligence to safeguard the Card and reported the lost or theft of the Card as soon as reasonably practicable provided that the Cardmember has not acted fraudulently in respect of the lost or theft of the Card.

### **24. CARD IS PROPERTY OF BANK**

The Card remains the property of the Bank and the Bank reserves the right to revoke the right of the Company and/or Cardmember to use the Card at any time with or without notice and without reason. The Company and the Cardmember undertake to surrender the expired or revoked Card immediately upon demand by the Bank. The Bank shall not in any circumstances be liable for damages suffered or loss incurred by the Company in respect of any statement or other communication relating to or arising out of such revocation including the listing of such Card number in any cancellation list and/or expiry in respect of any other circumstances howsoever arising.

### **25. FOREIGN EXCHANGE ADMINISTRATION RULES**

The Company and the Cardmember shall comply with any Foreign Exchange Administration Rules for the time being in force.

### **26. CANCELLATION OF CARD**

The Bank reserves the right at any time in its absolute discretion and without giving notice thereof to the Company and/or the Cardmember or assigning any reason therefor to restrict or limit the credit of the Company or to refuse or otherwise withhold facilities.

### **27. BREACH**

In the event of the Company and/or Cardmember failing to perform or being in breach of any of the terms herein or in the event of the Cardmember's death or insolvency or the committing of an act of bankruptcy and in the case of the Company any insolvency, winding up proceedings or appointment of receiver or liquidator, the amount payable to the Bank as agreed hereunder shall become due and payable forthwith.

### **28. RENEWAL CARD**

The Company may request the Bank to issue new Card periodically but the Bank reserves the right not to issue the same without having to assign any reason therefor. The Bank accepts no responsibility and neither shall the Bank be liable for failure to issue new Cards as aforesaid.

## **29. LIEN AND SET OFF AGAINST COMPANY'S ACCOUNT**

The Bank shall at all times have lien on all monies now or hereafter standing to the credit of the Company on any banking account (whether savings, current, deposit or otherwise) at its branch for any money may be due on the Card Account. The Bank may at any time and without notice to the Company set off or transfer any monies from any of the Company's or the Cardmember's account in any of its branch toward the discharge of all monies due to the Bank on the Card account. Provided always the Bank shall have given a written notice thereof for the Company or the Cardmember seven (7) days prior to such set off or transfer.

## **30. NO LIABILITY FOR ACTS OR OMISSIONS OF AUTHORISED MERCHANT**

The Bank has no relationship with any merchant registered with Maybank except as a supplier of credit. No agency, guarantee, warranty or representation of any kind be implied from the listing of any merchant registered with Maybank by the Bank. The Bank shall not be liable for any injury, loss, damage, expenses, costs or any other liability whatsoever due to or arising out of any act or omission of any merchant registered with Maybank howsoever caused or suffered (including without prejudice to the generality of the foregoing any liability due to any defect or deficiency in the goods or any late delivery thereof or services supplied or any kind of risk or danger to which the Company or the Cardmember may be exposed or any refusal to serve or to honour the Card or any statement or communication made in connection herewith) nor shall the liability of the Company and/or the Cardmember to the Bank be effected and/or diminished by any set-off or counterclaim in favour of the Company and/or the Cardmember. The Company or the Cardmember may take up any claim or dispute directly with any merchant registered with Maybank and will not withhold payment from the Bank on the Account of any such claim or dispute.

## **31. TIME**

Time shall be deemed to be the essence of these terms and conditions.

## **32. VARIATIONS OF TERMS AND CONDITIONS**

The Company or 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 arrangements (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. The Company and or the Cardmembers are advised to refer to the updated terms and conditions at Maybank's website at [www.maybank2u.com.my](http://www.maybank2u.com.my) 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 this Agreement or any other arrangements.

The Company or 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 Company or 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, the Company or the 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.

### **33. LEGAL COSTS, CHARGES AND EXPENSES**

The Company shall be liable to pay to the Bank all legal costs (including on a Solicitors-Clients basis), charges and expenses which the Bank may incur in enforcing or seeking to enforce these terms and conditions or in obtaining or seeking to obtain payment of all or any part of the monies due and outstanding on the Account.

### **34. CESSATION OF EMPLOYMENT OF CARDMEMBER**

The Company shall give notice to the Bank of the cessation of employment of the Cardmember with the Company whether by resignation or termination or otherwise howsoever and shall ensure the prompt return of the Card to the Bank and the Company shall become primarily liable forthwith to the Bank for credit extended to the Cardmember resulting from transactions effected on the use of the Card prior to such cessation of employment and return of the Card to the Bank.

### **35. CARDMEMBER INFORMATION AND CONSENT**

35.1 You authorise Maybank and its affiliates to make whatever credit investigations about you which we deem appropriate. We may request for consumer reporting or reference schemes for consumer reports of your credit history, and information concerning the Account may be furnished by us to consumer reporting or reference schemes, banks or other creditors. We may exchange any information we receive about you with our affiliates, including any credit or other information we may obtain from your application or consumer reports.

35.2 Information supplied in your application and information about the Account may be disclosed confidentially to (i) other companies in the Maybank Group or its licensees worldwide including any party whose name or logo appears on the Card issued to you; (ii) reputable third parties employed by Maybank to provide it with administrative services in connection with the operation of customer accounts and marketing of account services; (iii) our suppliers and to organizations who accept the Card in payment of goods and/or services purchased by you, in order to administer and service the Account, process and collect charges on it and manage the benefits or insurance programs in which you are enrolled; (iv) bank or financial institution, government agency, statutory board or regulatory authority in Malaysia or elsewhere; and (v) any other person to whom we consider it in our interest to make such disclosure.

35.3 From time to time, we may monitor and/or record telephone calls between you and us to assure the quality of our customer service.

35.4 We may use information you have provided to us on your application and in surveys, information derived from how you use the Card and information from external sources, including consumer reports, for marketing activities by us and our affiliates. Subject to Clause 45.2, you also authorised Maybank to exchange non-financial information about you and the Account with selected business partners for use in marketing.

35.5 If you believe that any information we hold about you or information we provided to a consumer reporting or reference scheme is incorrect, please write to us at Malayan Banking Berhad, Maybank Commercial Cards, 39th Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur, Malaysia. Any information which we find to be inaccurate will be corrected promptly.

### **36. DEFAULT**

36.1 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 Corporate Card, or suspend or restrict the

use of the Corporate Card by the Cardmember whereupon all monies owing to Maybank under the Company's his/her Account shall become due and payable immediately in full upon the occurrence of the following events or any of them:-

- (a) if the Cardmember/Company defaults in the payment of any monies hereby covenanted to be paid in the manner herein provided;
- (b) if the Cardmember/Company exceeds his/her Credit Limit granted by Maybank;
- (c) if the Cardmember/Company breaches any of these terms and conditions in any way whatsoever;
- (d) if the Cardmember/Company allows a petition for bankruptcy; or winding up to remain against him for more than thirty (30) days;
- (e) if a distress or execution proceedings is levied or issued against the Cardmember/Company's properties and is not paid off immediately;
- (f) if Maybank is of the view that the financial position of the Company or Cardmember is or has become unsound and/or his/her ability to fulfil the terms of this Agreement is or has become impaired.

### **37. QUALITY OF GOODS OR SERVICES**

37.1 We are not responsible for any quality of goods or services purchased with the Card or on the Account and you agree to resolve any disputes concerning such goods or services directly with the seller or service provider. Without limiting the provision herein, we do not own or operate any provider of travel services, such as airlines, hotels or rental cars, and we are not liable for deficiencies or failures in their services, even where we book such services for you as a travel agent.

37.2 If, at your request, we agree to charge back on your behalf seller of goods or services, you agree to fully indemnify us for any claim against us based upon the rejection of the goods or services or that charge back.

### **38. FOREIGN CURRENCY CHARGES**

Transactions conducted outside Malaysia will be converted to Ringgit Malaysia on the date the transaction is received and/or processed. The exchange rate may differ from the rate charged on the date of transaction due to market fluctuation. Exchange rate will be based on the rate determined by Visa International, MasterCard International or American Express at its absolute discretion plus a foreign exchange fee of 1.25%. In addition, an administrative fee of 1% or at such other rate imposed by Maybank shall be charged for the conversion of the transaction made in foreign currency.

### **39. THIRD PARTY SOFTWARE PROVIDER**

If, at any time, whether before or after these terms and conditions come into effect, Maybank introduces or have introduced any third party software provider to the Company, the Company acknowledges and agrees that we make no representation nor warranty, expressed or implied, as to the functionality or reliability of any software provided by that third party to the Company, nor as to the availability, quality or duration of software support or upgrades by the third party.

Moreover, the Company acknowledges and agrees that Maybank shall not be liable at all for the quality, merchantability or fitness for purpose of any software provided by a third party. The Company hereby agrees that its sole recourse for any damages suffered arising from the use of, or any aspect of the software, will be with the provider of the software.

### **40. CONFIDENTIALITY**

40.1 Each party agrees to treat these terms and conditions as strictly confidential, as well as all information received from the other party which is not publicly available.

40.2 This confidentiality provision shall survive the termination of the terms and conditions for the use of the Card.

#### **41. TERMS AND TERMINATION**

- 41.1 Subject to Clause 41.2, the initial term starts on the date it is signed by the second party to do so and shall continue in force until and unless terminated by either party by giving the other three (3) months' prior notice.
- 41.2 Either party may terminate these terms immediately by notice at any time if the other is bankrupt, insolvent or unable to pay its debts or becomes involved in any action or process (including a voluntary process) normally associated with insolvency including, without limitation, receivership, liquidation or statutory administration, or if it ceases to carry on business in Malaysia.
- 41.3 On termination of these terms, the Account shall be closed and the Card will be automatically cancelled. All Charges incurred before cancellation of the Account and the Cards are payable in accordance with these terms and conditions.

#### **42. NOTICES**

- 42.1 All notices to be given hereunder shall be in writing.
- 42.2 A party may change its notice details by giving notice to the other in accordance with this provision.

#### **43. GOVERNING LAW**

These terms and conditions all matters relating to the Account or the Card are governed by the Laws of Malaysia.

#### **44. GENERAL PROVISION**

We may vary or modify these terms and conditions at any time by giving 21 days prior notice and we will notify you of such charges by posting to [www.maybank2u.com](http://www.maybank2u.com). You will be automatically bound by any variation or modification (right of assignment is covered under Clause 46) if you subsequently use the Card.

#### **45. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA UNDER THE FINANCIAL SERVICES ACT 2013 AND THE PERSONAL DATA PROTECTION ACT 2010**

Subject to you/the Company express instruction restricting disclosure (if any) for the purposes of marketing activities, you/the Company consent to and authorize the Bank collect, process, disclose, transfer your/the Company personal data to other entities within Maybank Group including its branches in Malaysia and in other countries as well as its local and overseas subsidiaries and other external parties, including but not limited to the parties/bodies listed below for the maintenance, storage and retention of your/the Company personal data, within or outside of Malaysia, in order to process your/the Company application for products and services and subsequently to continue performing the contractual agreements entered between you/the Company and any entity within Maybank Group.

You/The Company consent and authorize the Bank to collect, process, disclose, transfer, maintain, store and retain your/the Company personal data to other entities within the Maybank Group including its branches in Malaysia and in other countries as well as local and overseas subsidiaries and other external authorised agents.

You/The Company consent to the Bank conducting credit checks and verification of information given by you/the Company in your/the Company application for the Banking Accounts or services with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. You/The Company also consent to the Bank's disclosure of your/the Company financial condition, details of accounts, account relationship with the Bank including credit balances to:-

- (a) government or regulatory authorities in Malaysia and elsewhere, including Bank Negara Malaysia, Credit Bureau, Central Credit Reference Information System (CCRIS), Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad;
- (b) companies which are related to the Bank by virtue of Section 6 of the Companies Act 1965, or any associated company of the Bank or of its parent company (the Bank together with its related/associated companies are collectively referred to as “Maybank Group”);
- (c) party(ies) providing services (including outsourcing vendors, lawyers, nominees, custodians, centralised securities depository or registrar, debt collection agents) to the Bank;
- (d) the Bank’s agents, consultants and professional advisers;
- (e) the Bank’s or any of the Maybank Group’s assignees;
- (f) the police or any investigating officer conducting any investigation; and
- (g) any person to whom disclosure is permitted or required by any law, regulation, governmental directive or request.

The Bank may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to you/the Company collected, compiled, or obtained by the Bank through or by whatever means and methods for such purposes as determined by the Bank

#### **46. ASSIGNMENT AND TRANSFER**

Maybank reserves its rights without any obligations to give any notice to you to assign our rights, interests, and titles and/or to transfer our obligations hereunder or any part thereof to any persons and for this purpose reserve our rights to disclose to a potential assignee or transferee such information about you and your Card facilities and your other accounts.

#### **47. INTER COUNTRY TRANSACTIONS**

All Inter-Country transactions (Malaysia-Singapore) via ATM shall be subject to the laws existing in the country where the transaction is done. For all such transactions, the exchange rate (if applicable) shall be the prevailing rates which shall be determined by the Bank. The Bank reserves the right to determine and change the exchange rate whenever deemed necessary.

##### **Appointment of Agents(s)**

- (a) 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 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 terms and conditions.
- (b) The Cardmember hereby authorises Maybank to disclose any information concerning the Cardmember and his 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.

**Maybank Card Centre**

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