

## IKHWAN CREDIT CARD-i

The issuance of the attached Maybank Islamic Ikhwan Visa Card, MasterCard Card or AMEX Card (whether a primary or supplementary card) (the "**Card**") by **Maybank Islamic Berhad** (Company Registration No. 200701029411) (the "**Bank**", or "**us**" or "**we**"), to you (or in the case of a supplementary card, to the supplementary cardmember) and the use of the Card by you or the supplementary cardmember will be subject to the following terms and conditions. These terms and conditions will be binding on you immediately when:

- (a) you (or the supplementary cardmember, as applicable) acknowledge receipt of the Card, or
- (b) when you (or the supplementary card holder, as applicable) activate or use the Card, whichever comes first.

### PART A – APPLICATION OF SHARIAH CONTRACTS

#### 1. THIS IKHWAN CREDIT CARD-i IS ISSUED BASED ON THE SHARIAH CONTRACTS OF TAWARRUQ IN THE FORM OF COMMODITY MURABAHAH

The Shariah contract applied is Murabahah (cost plus profit) via Tawarruq arrangement (Commodity Murabahah). Murabahah is a sale and purchase contract of which its acquisition cost and its marked-up price are disclosed to you where you pay the price over an agreed period of time. The underlying asset for the sale transaction between us will be a specific tradable Shariah compliant commodity.

- 1.1 In accordance to sale transaction under the Commodity Murabahah, we acquire/purchase a specific Shariah-compliant commodity from a third party (Commodity Trader 1) upon your request.
- 1.2 We then sell the said commodity to you at an agreed selling price (cost plus profit) on deferred payment basis.
- 1.3 You then appoint us as your agent to perform the commodity sale transaction to another third party at cost and on a spot basis.
- 1.4 We, acting as your agent then sell the said commodity to another third party (Commodity Trader 2) at a price equivalent to the Card Limit.
- 1.5 Proceeds of sale of the commodity will be disbursed in form of Card Limit assigned to the Card Account, subject to the terms and

conditions of this Agreement.

- 1.6 You also irrevocably appoint and authorise us as wakīl bi-daf' (agent for payment) to utilise the proceeds generated from the sale transaction to settle any payments due to merchants or other third parties arising from your utilisation of the Card. You acknowledge and agree that the Bank's role as wakīl bi-daf' shall be limited to making such payments on your behalf from the said proceeds, and that you shall remain ultimately responsible for all obligations and liabilities arising under this Agreement.
- 1.7 For Commodity Murabahah trading purposes, we shall at all times be your non-exclusive agent to undertake the required Commodity Murabahah transactions related to the Card.
- 1.8 We will set and determine, on behalf of you, the Card Limit prior to the execution of Commodity Murabahah, based on your declared salary and subject always to the maximum limit prescribed by Bank Negara Malaysia in Policy Document for Credit Card-i.
- 1.9 The sale price payable by you to the Bank ("Bank Sale Price") shall comprise the Card Limit and the profit of the Bank  
= Card limit + total profit (Card Limit X Profit Rate (28%) x Akad duration (5 years))
- 1.10 Ibra' (rebate)  
We shall grant rebate (*Ibra'*) to you on, but not limited to, the following events:
  - a) You made an early settlement before issuance of the monthly statement of account or within 20 days from the issuance of monthly statement of account;
  - b) In the event the utilization of the Card Limit is less than the total profit derived from the Commodity Murabahah.

For clarity, the said rebate will not be construed as cash rebate payable to you, but will be reflected as a reduction in the profit element of the Bank's Sale Price of the Card.

### PART B – ISSUANCE AND ACCEPTANCE OF CARD

#### 2. ISSUANCE OF THE CARD

- 2.1 You agree that the duration for the Services

under this Agreement shall be determined by the Bank. The Bank may extend the duration from year to year or for any other period as the Bank deems fit. If the Services are not extended, then the Services and this Agreement up to the expiry and/or termination date of the Card shall become fully payable. The Services shall also be subject to periodic review at the discretion of the Bank and any amounts due under this Agreement shall be payable on demand.

### 3. ACCEPTANCE OF THE CARD

- 3.1 You must sign the Card immediately upon your receipt of the same. If you do not agree to these terms and conditions, you must cut the Card in half, and immediately return the cut halves to us. If you do not do so, you will be taken to have agreed to these terms and conditions without reservation.
- 3.2 You must not allow any other person to use the Card, and you must not disclose the PIN to any person.

### 4. THE CARD SERVICES

- 4.1 Subject to the terms and conditions in this Agreement, you are entitled to utilize our Services subject to the Card Limit. ATM facilities have been incorporated in your Card allowing you to effect banking transactions with us (on any account other than your Card Account) by electronic means, whether through an ATM, a Magnetic Stripe Reading Terminal or otherwise.
- 4.2 The Card Services presently consist of:
- (a) Payments for *Shariah*-compliant goods and/or services from Authorized Merchants;
  - (b) Cash Advance from any ATMs;
  - (c) Operation of various banking accounts opened for the Cardmember in relation to the use of the Card; and/or
  - (d) Other facilities, subject to prior written arrangement with the Bank.

We may from time to time at our discretion grant to your one or more other Card Services. If we do so, the terms and conditions governing such other facility will be set out in an addendum to these terms and conditions. We may at our discretion cease providing, add to or replace any Services (and any related benefits and privileges) from time to time by giving you at least twenty-one (21) calendar days' notice.

## PART C – PROFIT AND CHARGES

### 5. PROFIT AND CHARGES

- 5.1 The CAPR and EPR are set out in **Annexure 1** of this Agreement shall be incurred on any Outstanding Balance in respect of any retail and Cash Advance transactions which are not paid in full by the relevant Payment Due Date. The CAPR will be calculated on a daily basis from the date of the Cash Advance until the date that full payment is received and credited into the Card Account. The EPR will be calculated based on the outstanding retail transaction from the posting date until full payment is made. Both the calculated CAPR and EPR shall not be compounded.
- 5.2 You will pay (and authorise us to debit your Card Account with the amount of) the charges as set out in **Annexure 2** (*Credit Card-i Charges*) to this Agreement.
- 5.3 If the Minimum Payment is not received by us by the Payment Due Date, a late payment charge will be imposed at the rate of one per centum (1%) per annum of the sum amounting to the unpaid Outstanding Balance in respect of any retail and Cash Advance transactions, subject to a minimum of RM10, whichever is higher up to maximum of RM100, or such maximum amount as may be approved by the *Shariah* Advisory Council of Bank Negara Malaysia. Such late payment charges shall continue to accrue and be payable until full payment of the unpaid Outstanding Balance but shall not be compounded. (Not applicable for Maybank Islamic myimpact Ikhwan Mastercard Platinum Credit Card-i)
- 5.4 All payments by you to us may not be made subject to any deduction (whether on the basis of any claim or counterclaim or right of set-off you think you might have against the Authorized Merchant, Authorized Cash Outlet and/or us, or otherwise).
- 5.5 All payments to the Card Account must be in the Billing Currency. Your payment will not be considered as made until the relevant payment has been received by us. All payments made by way of outstation cheques must include the applicable inland exchange commission, otherwise we will debit your Card Account with the amount of the commission.
- 5.6 You agree that we may from time to time revise these charges (including by changing the types of charges or the amount of any charges) by issuing a revised **Annexure 2** (*Credit Card-i Charges*) or a notice to that effect or by

publishing the same on our website at www.maybank2u.com.my (“Website”) or such other site as made known to you from time to time, with at least twenty-one (21) calendar days’ notice to you. The revised charges will be binding on you upon the expiry of such twenty-one (21) calendar days’ notice period.

5.7 All profit and charges and any applicable tax will be debited to your Card Account when due and are not refundable.

5.8 Any taxes or levies imposed by law or on any profit and charges will be charged by us to you at the current prevailing rate.

## 6. PAYMENT

6.1 Once you receive (or are deemed to have received) the monthly statement of account for your Card Account, you must make payment as follows:

(a) By paying the entire amount of the Total New Balance on or before the Payment Due Date;

(b) Alternatively, by making a Minimum Payment as follows: -

(i) Where the Total New Balance is within your Card Limit, an amount not less than five per centum (5%) of the Total New Balance subject to a minimum of RM25 only; or

(ii) Where the Total New Balance exceeds your Card Limit, the whole of the amount in excess of the Card Limit together with an amount not less than five per centum (5%) of the Total New Balance (but including any amount shown as past due on the monthly statement of account).

6.2 Ibra(rebate) will be applied on the payment received for twenty (20) calendar days from the Statement Date, if you have paid the full amount of your previous month’s retail transactions. If you opt to pay partial or Minimum Payment, the Effective Profit Rate on your unpaid retail transactions will be calculated from the day the transactions are posted to your account.

## 6.3 Payment Allocation Method

We will deduct any payments received from the Cardholder to settle the outstanding balance in the following manner:

(i) Where any partial payment received from a cardholder is equal or less than the minimum monthly payment, we will allocate up to 30% of such amount to settle the profit portion of the balances.

(ii) Should we received more than the minimum

monthly payment; the surplus amount will settle the balances (i.e. items appearing in the statement) attracting to the highest profit rate.

6.4 Your payment will reinstate your Card Limit accordingly.

## PART D – GENERAL TERMS AND CONDITIONS

### 7. USE OF THE CARD

7.1 You must use the Card for *Shariah* compliant purposes only and in the following manner:

(a) Payments to any Authorized Merchant:

(i) You must enter your PIN when prompted; or

(ii) You must sign a Sales Draft prepared by the Authorized Merchant; or

(iii) For distance payments (example, payments made via the Internet, mail order or telephone order) and payments at certain Points of Sale or via other modes pre-approved by the Bank, you may pay without signing a Sales Draft or entering your PIN, by providing the Authorized Merchant with your Card number together with certain other particulars stated on your Card,

(b) For Cash Advance from any Authorized Cash Outlet, you must sign on a Cash Advance Draft prepared by the Authorized Cash Outlet;

(c) For Cash Advance through ATM, you must use your PIN to gain access to your Card Account.

7.2 The usage of Card is prohibited at the non-Shariah Compliant Merchant Category Codes (MCCs) including but not limited to the following and any other non Shariah compliant merchants which will be informed by the Bank from time to time;

No	MCC	Description
1	5921	Package Stores – Beer, Wine and Liquor
2	5993	Cigar Stores and Stands
3	7261	Funeral Services and Crematories
4	7273	Dating Services
5	7800	Government Owned Lotteries (US Region only)
6	7801	Government Licensed Online Casinos (Online Gambling) (US Region only)

7	7802	Government Licensed Horse/Dog Racing (US Region only)
8	7995	Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting and Wagers at Race Tracks
9	9406	Government Owned Lotteries (Non US region)
10	9754	Gambling – Horse and dog racing, State Lotteries

**7.3 Debiting your Card Account(s)**

- (a) We will debit your Card Account with the amount of all payments and Cash Advance made using your Card.
- (b) You authorize us to debit your Card Account for each payment or Cash Advance evidenced by a Sales or Cash Advance Draft. This applies even if the Authorized Merchant has overcharged or undercharged you.
- (c) You must comply with all the requirements, directions and guidelines issued by us from time to time relating to the use of the Card and the relevant Services provided to you.
- (d) You agree that our record of transactions undertaken with your Card is conclusive and binding on you and shall constitute conclusive evidence of the debts incurred by you and debited to your Card Account.
- (e) Without prejudice to Clause 13.2, you agree that if you use the Card for purposes prohibited by *Shariah* principles or for the purchase of non-*Shariah* compliant goods or services, such use shall not constitute a defense to any claim for the amount due in connection with such use and you will remain fully liable to pay such amount to us in accordance with this Agreement.

**8. CARD ACCOUNT**

- 8.1 You may either apply for a monthly e-statement of account or request a physical monthly statement showing the amount of Card charges you have incurred and your Card Account balance.
- 8.2 The records and entries in your monthly statement of account shall be deemed to be accurate and binding on you, unless we receive a written notice to the contrary within twenty (20) calendar days from the closing date of the relevant Billing Period as indicated on the statement.

8.3 If we receive such a notice within the stipulated time, we will review your Card Account and make any adjustments and rectifications that we deem appropriate. This clause does not affect your payment obligations under Clause 6 (*Payment*).

**9. CARD LIMIT**

- 9.1 We may at any time and from time to time at our discretion, and without needing to give you any reason, revise your Card Limit (including reducing it). The new limit will take effect upon the expiry of the seven (7) calendar days' notice. You will in any event be deemed to have been notified of the new limit upon issuance of your monthly statement of account, which will reflect the new limit.
- 9.2 If you have two or more Card Accounts with us, a combined Card Limit representing the total credit limit extended across all such accounts will be assigned to you.
- 9.3 You must not exceed your Card Limit at any time. If you do so, you must pay us the excess immediately (if applicable) upon receipt of your monthly statement of account and/or any notices issued by us in accordance with Clause 6 (b)(ii). You may, at our discretion, obtain cash where such Cash Advance will not cause your available Card Limit to be exceeded, by:
  - (a) Presenting the Card at any of our Authorized Cash Outlets with evidence of your identity and by signing the Cash Advance Draft; or
  - (b) Using your Card at any ATM (although each Cash Advance will be subject to the applicable daily withdrawal limit or the limit for Cash Advance transactions applicable to the ATM).
- 9.4 We may, at our discretion and without needing to give you any reason, impose a ceiling (expressed as a percentage of your Card Limit and/or your available balance) on the amount of any Cash Advance, and may from time to time vary such ceiling (including reducing it). We will give you seven (7) calendar days' notice for the same.

**10. POSSESSION OF THE CARD**

10.1 The Card belongs to us at all times. You must not part with possession or control of the Card, share, alter, vary, deface and/or tamper with the Card in any manner and for any purpose not authorized by us. To the extent permissible under the Law, we exclude all liabilities should the Card

be altered, varied, defaced and/or tampered with by you or by any third party not authorized by us.

10.2 You must use reasonable precautions to guard against the theft, loss or unauthorised use of your Card. If such an event occurs, you must notify us (or any member of MasterCard, Visa or AMEX International, as applicable) immediately by e-mail, fax or telephone (and if by telephone or to another member of MasterCard, Visa or AMEX International, to be followed immediately by a written confirmation to us of such event). You must also make a police report as soon as possible and immediately provide us with a certified true copy of the police report.

10.3 You will be liable for unauthorized transactions which require presentation of your Card and PIN/Signature verification if you:

- (a) Acted fraudulently;
- (b) Delayed in notifying us upon discovery of the loss, theft or unauthorized use of the Card;
- (c) Voluntarily disclosed the PIN or allowed another person to use the Card;
- (d) Recorded the PIN on the Card or anything kept in close proximity with it; or
- (e) Negligently (1) left the Card unattended or (2) allowed your PIN to become known to any person.

10.4 At your request, we may replace the Card for a fee of RM50 or any amount that we deem fit for each replacement Card under a Card Account if such replacement is required due to:

- (a) Loss, damage or theft;
- (b) The unauthorized disclosure of the details relating to the Card to a third party; or
- (c) Your request to change the Card number.

10.5 You must immediately return the Card cut in halves to us upon:

- (a) Its expiry;
- (b) Our demand; or
- (c) Discovery of the Card after you have notified us of its loss (in which case you shall not make any further attempt to use the Card).

## 11. CARD AND PIN SECURITY

11.1 You must ensure that all information provided to us is accurate and up-to-date.

11.2 You must update your information particulars at our request for our record, verification and security purposes.

11.3 You must ensure at all times that the PIN is kept strictly confidential and secure and is not

disclosed to any third party. To this end, you must:

- (a) Destroy any PIN notification advice as soon as possible after receipt;
- (b) Ensure that the PIN is kept in a secure location (for example, by committing the PIN to memory or by encrypting the PIN using a reputable electronic password keeper application accessible only to you) and not keep written records of the PIN anywhere on, with or near the Card;
- (c) Not allow any other person to see your PIN during any PIN entry;
- (d) Not use the PIN negligently so as to allow any unauthorized transactions to be undertaken by any third party;
- (e) Avoid using a number which is easily guessed (such as a date of birth, identity card number or mobile number) as the PIN;
- (f) Notify us immediately if you become aware that your PIN may have been compromised in any manner; for example, if you receive any transaction alerts via short message service (SMS) or Maybank App Push Notification in relation to an unauthorized transaction. NO transaction alerts via short message service (SMS) will be sent for PIN-based transactions at Point of Sale (POS) terminals nationwide. You may choose to continue receiving the alerts via the MAE Application or the Maybank2u MY Application (collectively, "Maybank App"). Please download and register for the Maybank App and ensure to turn on notification on the device and the Maybank App.
- (g) Use the Card responsibly and not for any unlawful activity; and
- (h) Check each monthly statement of account with due care and report any discrepancy without undue delay.

## 12. SUPPLEMENTARY CARD

12.1 If you are the Principal Cardmember, we may at your request and in our discretion, issue a Supplementary Card to a person nominated by you. Such Supplementary Card will be subsidiary to the Card issued to you and all charges incurred under the Supplementary Card will be charged to your Card Account.

12.2 These terms and conditions will apply equally to any Supplementary Card. By using a Supplementary Card, the Supplementary Cardmember will be taken to have agreed to

these terms and conditions as they apply to him or her. If you are the Principal Cardmember, you will be liable:

- (a) For all actions of your Supplementary Cardmember, and all charges (including fee, costs and EPR) incurred by your Supplementary Cardmember; and
  - (b) To ensure that your Supplementary Cardmember observes these terms and conditions (as they apply to him or her), and complies with his or her obligations. All references to "the Card" in these terms and conditions, and to the liabilities incurred by you in relation to use of the Card, shall be construed accordingly.
- 12.3 Despite the above, the Supplementary Cardmember will also be liable for all charges incurred by him or her in a personal capacity.
- 12.4 We may in our discretion, agree to your request to grant a Supplementary Cardmember access to your Maybank current account or saving accounts or use of the ATM.
- 12.5 You may request in writing that any Supplementary Card be cancelled. If you do so, the Supplementary Card must at the same time be cut in half, and the cut halves returned to us. The cancellation will not, affect any of our or your accrued rights or obligations.

### 13. DEFAULT

- 13.1 Each of the following events is an event of default:
- (a) If you fail to pay any sum payable by you under these terms and conditions when due; or
  - (b) If you exceed the Card Limit; or
  - (c) If you or any Supplementary Cardmember breaches any of the terms of this Agreement; or
  - (d) If insolvency or similar proceedings are lodged against you (no matter where), and the proceedings are not set aside within thirty (30) calendar days; or
  - (e) If any monetary judgment is made against you and is not fully settled or set aside within thirty (30) calendar days; or
  - (f) If, in our view, your financial position or your ability to perform this Agreement has become impaired; or
  - (g) If the Card or any Supplementary Card is used to make payment for any illegal payments or in any unlawful transaction; or
  - (h) If the Card or any Supplementary Card issued to pay for goods or Services that are not for

personal use and are intended to be resold or that are for commercial or business use or exploitation; or

- (i) If you use the Card for any unlawful or non *Shariah* compliant activities including but not limited to online betting, payment for non-*Shariah* compliant goods; or
  - (j) In the event of your death.
- 13.2 If any one or more of the above events occurs, then we may at our discretion and by giving prior notice to you:
- (a) Cancel or refuse to renew your Card, and/or any Supplementary Card; or
  - (b) Suspend or restrict the use of your Card and/or any Supplementary Card.
- In such an event, all sums owing to us under your Card Account will immediately become due and payable, and you must pay such sums to us on demand.
- 13.3 You agree that if your Card is cancelled or suspended, we may place your name on the Cancellation List which may be circulated to all Authorized Merchants and/or Authorized Cash Outlets and all our branches and those of our affiliates.

### 14. EXCLUSION OF LIABILITY

- 14.1 We will not be liable in any way for any loss or damage suffered by you or any Supplementary Cardmember due to any non-renewal or cancellation of the Card or any Supplementary Card, or any suspension or restriction of rights to use the Card or any Supplementary Card.
- 14.2 We will not be liable in any way for any loss or damage caused to you, by any Authorized Merchant or Cash Outlet. You should handle any claim against or dispute with such Authorized Merchant or Cash Outlet directly with such entity. If such a claim or dispute arises, you may not withhold any payment to us under these terms and conditions.
- 14.3 You shall be liable for all charges arising from all Card transactions duly authorized or deemed authorized by you. This does not affect your liability under Clause 10.2 of this Agreement.

### 15. OVERSEAS TRANSACTIONS

- 15.1 You may use the Card outside Malaysia where there are Authorized Merchants and/or Cash Outlets.
- 15.2 You may use the Card for Cash Advance through designated ATMs in countries approved

by us, and/or Merchant Affiliates of Visa International, MasterCard International or AMEX International (depending on your Card).

15.3 You authorize us to take all steps that we think necessary to comply with the Foreign Exchange Administration Rules issued by Bank Negara Malaysia in respect of overseas transactions. Such authorization will remain binding on you at all times and may not be revoked.

15.4 The currency of transactions conducted outside Malaysia will be converted into Ringgit Malaysia on the date the transaction record is received and/or processed by us. [For AMEX Cards, any charge that is made in foreign currency other than U.S. Dollars when the conversion is done by American Express be converted into U.S. Dollars before being converted in your billing currency.] The converted amounts will be shown on your statement. The exchange rate used for the conversion may differ from the rate prevailing on the date of the transaction, due to market fluctuation. The exchange rate used for the conversion reflects a bundling of (i) currency conversion components of 1.25% imposed by Visa International or MasterCard International (in the case of Visa or Mastercard Cards) and (ii) 1% or at other rate imposed by us from time to time. All foreign charges converted by American Express apply a conversion factor of 2.5% to the converted amount.

## 16. INDEMNITY

16.1 You agree to indemnify us (and to keep us indemnified) against any liability, loss, damage, costs (including legal costs on a solicitor and client basis), or expense incurred by us in entering into, performing, or enforcing our rights under this Agreement.

16.2 You will pay us on demand all legal costs (on a solicitor and client basis), and all charges and expenses incurred by us in enforcing our rights under this Agreement.

16.3 This indemnity shall remain in full force and effect even after cancellation or termination of the Card.

## 17. TERMINATION OF CARD AND SUPPLEMENTARY CARD

17.1 You may terminate this Agreement at any time by:

- (a) Notifying us in writing; and
- (b) Returning to us the Card (and any

Supplementary Card) cut in half.

We will not refund the Annual Fee or any part of it in the event of such termination.

17.2 If you wish to cancel a Supplementary Card without cancelling the Principal Card, you must:

- (a) Notify us in writing; and
- (b) Return to us the Supplementary Card cut in half. We will not be responsible for any losses resulting from use of the Supplementary Card by the Supplementary Cardmember and/or any third party.

17.3 We may terminate this Agreement at any time in our discretion by giving seven (7) calendar days' notice for the same and without being required to give you any reason.

17.4 Termination of this Agreement will not affect your or our accrued rights and obligations.

## 18. REWARDS

18.1 As the Principal Cardmember, you are entitled to Rewards on retail payments for goods and Services made with your Card for purposes of personal consumption only (and not for business or commercial purposes). We shall award Rewards only when we deem your payments to fall within this permitted category.

18.2 We reserve the right to reverse the allotment of any Rewards to you, if we are of the view that you are or were not entitled to such Rewards. Our decision will be final and binding on you.

18.3 Rewards accumulated by you by using the Card will be immediately cancelled upon cancellation of the Card or termination of this Agreement.

18.4 We are entitled to be compensated for the full value of any Rewards awarded to and redeemed by you, which you were not entitled to under the terms of this Agreement, as well as any associated costs and expenses.

## 19. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA UNDER THE FINANCIAL SERVICES ACT 2013 ("IFSA") AND THE PERSONAL DATA PROTECTION ACT 2010 ("PDPA")

19.1 You authorize us to collect, process, maintain, store and retain your personal data, and to disclose and transfer the same to other entities within the Bank Group (including our local and overseas branches), and our agents and service providers, both in and outside Malaysia.

19.2 You authorize us to conduct credit checks and to verify information given by you to us in connection with this Agreement (including in the

- application for the Card) with credit bureaus and other relevant entities.
- 19.3 You authorized us to disclose details relating to your Card Account and other accounts with us and your relationship with us (including Card transactions and your credit balance) to:
- (a) Government or regulatory authorities or other agencies in Malaysia and elsewhere including Bank Negara Malaysia, the Credit Bureau, the Central Credit Reference Information System (CCRIS), Cagamas Berhad, and Credit Guarantee Corporation Malaysia Berhad;
  - (b) Any Bank Group Member;
  - (c) Any party providing services to us;
  - (d) Our agents (including agents appointed for the purposes of recovering sums due and payable by you to us), consultants and professional advisers appointed for the same purposes;
  - (e) Our assignees or those of any Bank Group Member;
  - (f) Any police officer, or any investigating officer conducting any investigation; and
  - (g) Any person to whom disclosure is permitted or required by any law, regulation, or governmental directive or request.
- 19.4 Subject to compliance with the applicable regulatory rules or guidelines (including compliance with any mandatory "opt-in" requirements for the purposes of marketing or cross-selling activities), we may use any part of your information collected by us for such purposes as may be determined by us.
- 19.5 You authorized us to make use of, disclose, divulge or reveal any information relating to your affairs or your accounts with us (including the Card Account) for the purposes of or in connection with any proceedings for the recovery of any sums or the enforcement of our rights under this Agreement.
- 19.6 You declare that all information (personal or otherwise) provided by you is complete and accurate. You must notify us immediately of any changes to your information to ensure that the data in our records is up to date.

**20. APPOINTMENT OF AGENTS**

- 20.1 We may from time to time at our option appoint agents of our choice and authorized them to act on our behalf in enforcing our rights under this Agreement (including in the recovery of any sums due and payable by you to us).

**21. DISPOSAL/SALE OF CARD ACCOUNT**

- 21.1 We may in our discretion upon giving not less than twenty-one (21) calendar days' notice and unless we receive a written notice to the contrary within the twenty-one (21) calendar days' notice period, assign transfer and/or sell all or any part of the debts comprising your Card Account and any of our rights or interests relating thereto to any other institution as may be approved by Bank Negara Malaysia and/or set up under any statutory legislation of Malaysia ("Card Account Purchaser"). In the event that we receive a contrary written notice for the same, you are deemed to be exercising your option to terminate this Card facility and all sums owing to us under your Card account will immediately become due and payable, and you must pay such sums to us on demand. Subject to your notice to the contrary, you further consent to us disclosing your personal data and/or details regarding your affairs and your Card Account to any intended, potential or existing Card Account Purchaser as we deem fit. We do not have to give any prior notice of such disclosure to you.

**22. ANTI-CORRUPTION, ANTI-MONEY LAUNDERING AND SANCTIONS LAW**

**22.1 Anti-Corruption Laws**

You represent and warrant to us that you will at all times use the Card and operate the Card Account in compliance with all applicable Anti-Corruption Laws, policies and regulations.

**22.2 Anti-Money Laundering**

- (a) You warrant that none of the funds moving to and from your accounts with us (including the Card Account) represent proceeds of, or will be used for, an unlawful activity as defined in the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001.
- (b) You agree that during the life of this Agreement, you will not in using the Card or operating the Card Account:
  - (i) Engage, directly or indirectly, in a transaction involving an unlawful activity;
  - (ii) Conceal or disguise the true nature of any unlawful activity; or
  - (iii) Utilise any monies from your accounts for any money laundering or other unlawful purpose.

### 22.3 **Sanctions**

- (a) Neither you nor any Supplementary Cardmember, nor, to your knowledge, any of your or their relatives, is an individual that is (i) currently subject to any sanctions administered or enforced by Malaysia, the United States of America, OFAC, the United Nations Security Council, the European Union, the UK Government or other relevant sanctions authority (collectively, "**Sanctions**"), or (ii) located or resident in a country or territory that is the subject of Sanctions. Neither you nor any Supplementary Cardmembers will, directly or indirectly, make available in any way, the proceeds of any Cash Advance to any individual or entity which is a subject of the Sanctions.
- (b) You acknowledge that we may be unable to process affected transactions that involve or are suspected to involve a breach of Sanctions or any requirements imposed by any authority having jurisdiction over us or the affected transactions. We shall not be responsible in any way for any failure or delay in processing any such transactions.

## 23. **MISCELLANEOUS**

### 23.1 **Right to Set Off, Consolidation and Right to Debit**

- (a) We may by giving you not less than seven (7) calendar days' prior written notice, set-off or transfer any monies standing to the credit of any of your account with us (however described and wherever located), towards the reduction and/or discharge of any sums owing to us under this Agreement. We do not have to give you any reason for effecting such set off or transfer.
- (b) We may by giving you not less than seven (7) calendar days' prior written notice, set-off or transfer any monies standing to the credit of your Card Account towards the reduction and/or discharge of any sums owing to us under any other account or facility granted to you (however described and wherever located).

### 23.2 **Law**

This Agreement (and the transactions governed under it) shall be governed by the laws of Malaysia, regardless of where the relevant transactions take place.

### 23.3 **Time**

Wherever this Agreement requires that an act or thing be done within a certain period of time or

immediately or as soon as possible, compliance with such requirement shall be of the essence of this Agreement.

### 23.4 **Waiver**

If there is any failure or delay on our part in exercising any of our rights, powers or remedies, this shall not be construed as a waiver which impairs such rights, powers or remedies.

### 23.5 **Preservation of Rights and Interests**

Our accrued rights and interests under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, or suspension of the Card by us.

### 23.6 **Changes to terms and conditions**

- (a) We may at any time and from time to time change the terms and conditions of this Agreement as we think fit (including by adding new terms or removing or substituting any existing terms). We will give you twenty-one (21) calendar days' prior written notice of any changes. We may give such notice by publishing the same on our Website ([www.maybank2u.com.my](http://www.maybank2u.com.my)). The changes to the terms and conditions will take effect upon the expiry of such twenty-one (21) calendar days' period. You should actively visit our website from time to time to ensure that you are aware of all changes to the terms and conditions as the amended terms and conditions will supersede all previous agreements.

- (b) If you do not agree to any such changes, you must immediately cease use of the Card, call our Customer Service representatives to inform them of your position, and take the necessary steps to immediately terminate this Agreement (as set out in Clause 17). If you do not do so, or if you use the Card on or after the date on which the changes are expressed to take effect, you will be deemed to have accepted such changes.

### 23.7 **Address**

- (a) We may send any correspondence (including notices) to you by prepaid post to your address as stated in the relevant Application Form for the Card, or to such other addresses as you may notify us of in writing from time to time. You will be deemed to have received such correspondence, regardless of whether you actually receive the correspondence unless there is contrary evidence that such notice or communication was in fact not received.

Any failure on your part to notify us of any change of address will not invalidate the service of any document on you or prejudice our rights under this Agreement. We may also send correspondence to you via digital mode of communication such as electronic mail (e-mail) to your e-mail address that you have registered with us and available in our system. You will be deemed to have received such correspondence via e-mail at the time the e-mail is recorded as sent

(b) In addition to Clause 23.7(a), we may contact you or communicate with you through the mobile number that you have registered with us and available in our system either by call or text messages.

### 23.8 Service of Legal Process

You agree that we may serve any Writ of Summons or other legal process in respect of any claim arising out of or in connection with this Agreement on you by sending a copy of such process by prepaid registered post (and a copy by ordinary post) to your address as stated in the Application Form for the Card, or to such other addresses as you may notify us of in writing from time to time.

### 23.9 Certificate of Indebtedness

A certificate signed by our officer as to the monies for the time being due and owing to us by you under this Agreement shall be final and conclusive.

### 23.10 Severability

If any of the provisions in this Agreement are or become invalid, non-*Shariah* compliant or unenforceable, this shall not adversely affect the validity or enforceability of the other provisions of this Agreement, and shall not constitute a defence to any claim for any amounts due under this Agreement.

### 23.11 Implied Terms

This Agreement embodies the entire understanding between you and us, and you acknowledge that there are no provisions, oral or written, expressed or implied, governing our relationship other than those contained in this Agreement.

### 23.12 Superseding Agreement

All previous agreements (if any) made between you and us and relating to the subject-matter of this Agreement are superseded by this Agreement.

## 24. DEFINITION

In these terms and conditions, the following terms shall have the following meanings:

<p>"Cash Advance Profit Rate" or "<b>CAPR</b>"</p>	<p>means the Effective Profit Rate calculated based on Cash Advance outstanding balance and one-time service charge for each Cash Advance transacted by you;</p>
<p>"Effective Profit Rate" or "<b>EPR</b>"</p>	<p>means the Effective Profit Rate calculated based on outstanding retail transactions;</p>
<p>"Annual Fee"</p>	<p>means the annual fee, as pre-determined by us from time to time, which you must pay for the Card on a yearly basis;</p>
<p>"Anti-Corruption Laws"</p>	<p>means:</p> <ul style="list-style-type: none"> <li>i) the Malaysian Anti-Corruption Commission Act 2009;</li> <li>ii) the US Foreign Corrupt Practices Act of 1977;</li> <li>iii) the UK Bribery Act 2010; and/or</li> <li>iv) any similar laws or regulations applicable to you or us that relate to bribery or corruption;</li> </ul>
<p>"Anti-Money Laundering Laws"</p>	<p>means all applicable laws and regulations relating to anti-money laundering, anti-terrorism financing and proceeds of unlawful activities (including the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001 of Malaysia), and all binding directives and guidelines issued, administered or enforced pursuant to such laws;</p>
<p>"Application Form"</p>	<p>the application form (whether in physical or electronic form) requesting issuance of the Card to you submitted by you (and/or the Principal Cardmember, as applicable) to the Bank;</p>
<p>"Authorised Cash Outlet"</p>	<p>means a branch, office and/or location designated by us, at</p>

	which Cash Advance may generally be effected by cardmembers;		Bulletin (CWB), comprising printed notices containing a list of restricted or cancelled account numbers and advising Authorized Merchants not to honour a transaction where any credit card related to such account numbers is presented; or
"Authorised Merchant"	means any retailer or other person, firm or corporation which has entered into an agreement with us (or with Visa, MasterCard or AMEX, as applicable) to accept the Card when properly presented;		(c) the Hot Card List (HCL), comprising printed notices containing a list of restricted/cancelled account numbers;
"Average Daily Balance"	means, in the context of a Billing Period, the amount calculated by: - i) adding up the final balances owing by you on each day of the Billing Period; and ii) dividing such total balance by the number of days in that Billing Period.		
"Bank" or "us" or "we"	means Maybank Islamic Berhad (200701029411);	"Card"	means the relevant Maybank Islamic Ikhwan Visa MasterCard Card or the AMEX Card issued to you;
"Bank Group"	means, collectively, the Bank, all corporations which are related to the Bank within the meaning of Section 7 of the Companies Act 2016, and all associated companies of the Bank or of the Bank's parent company, and "Bank Group Member" means any one of such entities;	"Cardmember"	means the person to whom the Card is issued and whose name is embossed on the Card and whose signature appears thereon as an authorized user, and may include a Supplementary Cardmember;
"Billing Currency"	means Ringgit Malaysia;	"Cash Advance"	Means the use of the card for the withdrawal of cash or in any form of cash in any currency and the use of the Card for purchase of travelers cheques, foreign currency, money orders and quasi cash transaction representing a Merchant's sale of items (including digital currency i.e cryptocurrency or related/similar to cryptocurrency); The Shariah Committee of the Bank has not approved any type of digital currency and the use of the Card for Cash Advance with the non-permitted digital currency operators (as listed by Securities Commission Malaysia) are discouraged. If you do so, it shall be at your own risk and the Bank will not be liable for any loss incurred.
"Billing Period"	means, the period covered by a monthly statement of account, where all payments for goods and/or Services and Cash Advance made using the Card, as well as profit and charges incurred by you made in such period are recorded in such monthly statement of account;		
"Business Day"	means any day on which the offices of the Bank are open for general business in Kuala Lumpur;		
"Cancellation List"	means collectively: (a) the Restricted Card List (RCL), comprising printed notices advising Authorized Merchants not to honour a transaction where any of the relevant Cards referred to in such notices is presented; (b) the Combined Warning	"Cash Advance Draft"	means the relevant forms supplied by us to the Authorized Cash Outlets for recording, confirming and evidencing Cash Advance by you through the use of the Card,

	which withdrawals will be charged to your Card Account;		
"Card Account"	means your account opened with us for the purposes of this Agreement;		
"Card Limit"	means the credit limit set by the Bank prior to Commodity Murabahah execution based on the cardholder's declared salary and subject always to the maximum limit prescribed by Bank Negara Malaysia in Policy Document for Credit Card-i.		
"Card Statement"	the periodic card statement for all Card Accounts;		
"Current Balance"	in relation to any Card Statement, your current balance for the month on the relevant Statement Date;		
"ATM"	means computerized machines providing cash dispensing and other banking services and facilities designated for the use of cardholders;		
"Ibra"	means a waiver of our right to claim the payment due and payable from you;		
"Magnetic Stripe Reading Terminal"	means a point-of-transaction terminal which is capable of reading the magnetic stripe on a Card;		
"Effective Profit Rate"	charges that have been imposed on you in exchange of Services made available to you;		
"Minimum Payment"	means in relation to any Card Statement, the minimum monthly payment payable on the Payment Due Date;		
"Outstanding Balance"	in relation to any Card Statement, the outstanding balance shown in the Card Statement payable by the Cardmember;		
"Payment Due Date"	means in relation to any Card Statement, twenty (20) calendar days from the closing date of the Billing Period appearing in the Card Statement;		
"Personal Identification Number (PIN)"	means a numerical code either assigned to you by us, or selected by you, to enable you to have access to certain services by using the Card;		
		"Principal Card"	means the Card issued to the Principal Cardmember, which is considered as the primary Card for the purposes of the Card Account, and to which all Supplementary Cards linked to such Card Account are supplemental;
		"Principal Cardmember"	means you, if you are the holder of the Principal Card, or the person to whom the Principal Card has been issued, if you are a Supplementary Cardmember;
		"Rewards"	includes TreatsPoints, lucky draw prizes, cashback rewards and other rewards that may be awarded by us from time to time;
		"Sales Drafts"	means the relevant forms supplied by us to Authorized Merchants for the purpose of recording, confirming and evidencing payments for goods or services by cardmembers through the use of Cards;
		"Sanctions Law"	means any sanctions directive or order administered or enforced by Malaysia, the United States of America, the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, or other relevant regulatory authorities against any individuals or entities which are located, organized or resident in a designated country or territory;
		"Services"	services, privileges and benefits including Cash Advance and all other banking facilities, made available by us to you from time to time as determined by the Bank;
		"Statement Date"	in relation to any Card Statement, such date as may be determined by us for the Card Statement;
		"Supplementary Card"	a supplementary Card issued by us to a Supplementary Cardmember;
		"Supplementary Cardmember"	any person who has applied for and is issued a Supplementary Card with his or her name on the Card, and is authorized by the Principal Cardmember to operate a Card Account;

"Tax" or "taxes"

"Tax" or "taxes" includes:

- (i) any goods and services tax, value added tax or any other tax or duty of a similar nature imposed by any governmental or regulatory authority ("GST");
- (ii) any U.S federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S Internal Revenue Code of 1986, as amended from time to time (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "FATCA Withholding Tax").

For clarity, a GST and/or a FATCA Withholding Tax is a Tax, the deduction or withholding of which is required by applicable law for the purposes of this Agreement;

"Terms and Conditions"

the terms and conditions set out in this Agreement including any amendments, variations and/or supplements made or entered into from time to time;

"Total New Balance"

means, in the context of a Billing Period and at any point in time during that Billing Period, the sum of:

- i) any balance remaining unpaid from previous Billing Periods; and
- ii) the total amount resulting from payments for goods and/ or services, or Cash Advance made by the Cardmember, using the Card, including any profit and charges charged by

"Commodity Murabahah"

the Bank

less any payment made by you and credited to the Card Account during the Billing Period at such point in time;

The purchase of a commodity (i.e. the subject matter of Tawarruq) from a commodity seller on deferred payment basis by way of either Bai' Musawamah or Bai' Murabahah. The Commodities is then sold for cash to a party other than the original seller.

**ANNEXURE 1  
EPR and CAPR Charges**

**A. Effective Profit Rate (EPR)**

Conditions*	Effective Profit Rate	
	Per Month	Per Annum
Payment Months/Total 12 Months		
For prompt payment of 12/12 months	1.25%	15%
For prompt payment of 10/12 months	1.42%	17%
For prompt payment of less than 10/12 months	1.50%	18%

**\*Note: for Prompt payment at minimum monthly payment (5%)**

**B. Cash Advance Profit Rate (CAPR)**

Cash Advance Profit Rate	
One-time Fee	Profit Rate
One-time fee of 5% on the Cash Advance amount or minimum of RM18 per transaction, whichever is higher	18% per annum on the outstanding balance of Cash Advance

**ANNEXURE 2**  
**Credit Card-i Charges**

Charges payable pursuant to Clause 5

Fee type	Details		
Annual Fees	<b>Consumer Card</b>	<b>Principal</b>	<b>Supplementary</b>
	Maybank Islamic Mastercard Ikhwan Gold and Platinum Credit Card-i	No annual fee	
	Maybank Islamic Petronas Ikhwan Visa Gold and Platinum Credit Card-i		
	Maybank Islamic Ikhwan American Express Platinum Credit Card-i		
	Maybank Islamic myimpact Ikhwan Mastercard Platinum Credit Card-i		
	Maybank Islamic Ikhwan Visa Infinite Credit Card	<ul style="list-style-type: none"> <li>• RM800</li> <li>• Waived for the 1<sup>st</sup> year and waived with minimum annual spend of RM80,000 for the subsequent years</li> </ul>	<ul style="list-style-type: none"> <li>• Waived for 4 cards</li> <li>• RM400 applies for 5<sup>th</sup> card onward)</li> </ul>
Maybank Islamic World Elite Mastercard Ikhwan			
Card Replacement Fee	<ul style="list-style-type: none"> <li>• RM50 per card (all Card type except World Elite Card)</li> <li>• RM 175 for World Elite Card</li> </ul>		
Sales Draft retrieval fee	RM15 per copy		
Statement Copy Request Fee	<ul style="list-style-type: none"> <li>• Statement within 2 years: RM5 per copy</li> <li>• Statement beyond 2 years : RM10 per copy</li> </ul> <p><i>Note: In exception of damage, non-received and missing, the fixed fee of RM5 per statement copy applies for request above 3 months from the current statement date</i></p>		
Cash withdrawal fee (one time per transaction)	5% of total withdrawn amount, or minimum RM18 per transaction. Whichever higher.		
Overseas Transaction Fee	<p>The currency of transactions conducted outside Malaysia will be converted into Ringgit Malaysia on the date the transaction record is received and/or processed by us. The converted amounts will be shown in your statement. The exchange rate used for the conversion may differ from the rate prevailing on the date of the transaction, due to market fluctuation. The exchange rate used for the conversion reflects a bundling of (i) currency conversion components of 1.25% imposed by Visa International or Mastercard International (in the case of Visa or Mastercard Cards), and (ii) 1% or other rate imposed by the bank from time to time.</p> <p><b>Maybank Islamic Ikhwan American Express Platinum Credit Card-i</b></p> <p>All foreign charges converted by American Express apply a conversion factor of 2.5% to the converted amount. A Charge that is made in foreign currency other than U.S. Dollars when the conversion is done by American Express be converted into U.S. Dollars before being converted in your billing currency.</p>		
Legal fees	On solicitor and your basis plus other expenses incurred by us in the enforcement of our right and entitlement under Terms and Conditions		
Service Tax	RM 25 for each principal and supplementary card		
Late payment fee	1% of outstanding balance, subject to minimum RM10 and maximum RM100.		

