

## MAYBANK CARD AGREEMENT

The issuance of the attached Maybank Visa Card/Mastercard /AMEX Card (whether a primary or supplementary card) (the "Credit Card") by Malayan Banking Berhad (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 Credit 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 you (or the supplementary cardmember, as applicable) acknowledge receipt of the Credit Card, or when you (or the supplementary cardmember, as applicable) activate or use the Credit Card, whichever comes first.

### 1. Acceptance of Credit Card

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

### 2. The Credit Card Facility

- 2.1 The Credit Card entitles you to utilize certain Credit Card facilities within the Credit Limit, subject to these terms and conditions.
- 2.2 ATM facilities have been incorporated in your Credit Card allowing you to effect banking transactions with us (on any account other than your Credit Card Account) by electronic means, whether through an ATM, a Magnetic Stripe Reading Terminal or otherwise.

The Credit Card facilities presently consist of:

- (a) the purchase of goods and/or services from Authorised Merchants; and
- (b) Cash Withdrawals from any ATMs.

We may from time to time at our discretion make available to you one or more other Credit Card facilities. If we do so, the terms and conditions governing such other facility will be set out in an addendum to these terms and conditions.

### 3. Use of the Credit Card

- 3.1 You must use the Credit Card in the following manner:
  - (a) purchase from any Authorised Merchant:
    - (i) you must enter your PIN when prompted; or
    - (ii) you must sign a Sales Draft prepared by the Authorised Merchant; or
    - (iii) in the case of distance purchases (such as purchases made via the Internet, mail order or telephone order) and purchases at

certain Points of Sale or by other modes pre-approved by us, you may effect a purchase without signing a Sales Draft or entering your PIN, by providing the Authorised Merchant with your Credit Card number together with certain other particulars stated on the Credit Card.

- (b) Cash withdrawal from any Authorised Cash Outlet:
  - (i) you must sign on a Cash Withdrawal Draft prepared by the Authorised Cash Outlet.

- (c) Cash withdrawal through ATM:
  - (i) you must use your PIN to gain access to your Credit Card Account.

### 3.2 Debiting your Credit Card account(s)

- (a) We will debit your Credit Card Account with the amount of all purchases and Cash Withdrawals made using your Credit Card.
- (b) You authorise us to debit your Credit Card Account for each purchase or Cash Withdrawal evidenced by a Sales or Cash Withdrawal Draft. This applies even if the Authorised Merchant has overcharged or undercharged you.

3.3 You must comply with all the requirements, directions and guidelines issued by us from time to time relating to the use of the Credit Card and the relevant services provided to you.

3.4 You agree that our record of transactions undertaken with your Credit Card is conclusive and binding on you and shall constitute conclusive evidence of the debts incurred by you and debited to your Credit Card Account.

3.5 You should not use your Credit Card for the purpose of betting, including lottery tickets, casino gaming chips, off-track betting, wagers at race tracks. If you do so, these transactions will be considered to be Cash Withdrawals, and we will impose the relevant Cash Withdrawal Fee on each such transaction.

### 4 Credit Card Account

4.1 You may either apply for a monthly e-statement of account or request a physical monthly statement showing the amount of Credit Card charges you have incurred and your Credit Card Account balance.

4.2 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 20 days from the closing date of the relevant Billing Period as indicated on the statement.

4.3 If we receive such a notice within the stipulated time, we will review your Credit Card Account and make any adjustments and rectifications that we deem appropriate. This

clause does not affect your obligations under Clause 6.

## 5 Credit Limit

5.1 We may at any time and from time to time at our discretion, and without needing to give you any reason, revise your Credit Limit (including reducing it). We will give you seven (7) days' notice for the same. The new limit will take effect upon the expiry of the seven (7) 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.

5.2 If you have two or more Credit Card Accounts with us, a combined Credit Limit representing the total credit limit extended across all such accounts will be assigned to you.

5.3 You must not exceed your Credit Limit at any time. If you do so, you must pay us the excess immediately upon receipt of your monthly statement of account and/or any notices issued by us in accordance with Clause 6.1 (b) (ii).

5.4 You may, at our discretion, obtain cash where such Cash Withdrawal will not cause your Credit Limit to be exceeded, by:

(a) presenting the Credit Card at any of our Authorised Cash Outlets with evidence of your identity and by signing the Cash Withdrawal Draft; or

(b) using your Credit Card at any ATM, although each Cash Withdrawal will be subject to the applicable daily withdrawal limit or the limit for Cash Withdrawal transactions applicable to the ATM.

5.5 We may, in our discretion and without needing to give you any reason, impose a ceiling (expressed as a percentage of your Credit Limit and/or your available balance) on the amount of any Cash Withdrawals, and may from time to time vary such ceiling (including reducing it). We will give you seven (7) days' notice for the same.

## 6 Payment

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

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

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

(i) where the Total New Balance is within your Credit Limit, an amount not less than five per centum (5%) of the Total New Balance subject to a minimum of

Ringgit Malaysia Twenty-Five (RM25.00) only; or

(ii) where the Total New Balance exceeds your Credit Limit, the whole of the amount in excess of the Credit 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 Finance Charges

Finance Charges will be imposed on the debts arising from any outstanding purchase transactions and/or Cash Withdrawal transactions that are not paid by the Due Date. For purchase transactions, finance charges will be calculated from the date the relevant transaction is posted until full payment is made. For Cash Withdrawals, finance charges will be calculated from the transaction date until full payment is made. The rate of Finance Charges will be determined by us from time to time. Finance Charges are calculated in the manner described in **Annexure 1**.

6.3 If the Minimum Payment is not received by us by the Due Date, a late payment charge will be levied at 1% of the unpaid outstanding balance or RM10, whichever is higher, up to a maximum of **RM100.00**.

6.4 We will apply any payment received from you in the order of balances attracting the highest interest rate to those attracting the lowest interest rate.

6.5 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 Authorised Merchant, Authorised Cash Outlet and/or us, or otherwise).

## 7 Fees and Charges

7.4 You will pay (and authorise us to debit your Credit Card Account with the amount of) the fees and charges set out in **Annexure 2** to these terms and conditions. We may from time to time revise these fees and charges (including by changing the types of fees and charges or the amount of any fees and charges) by issuing a revised **Annexure 2** or a notice to that effect or by publishing the same on our website at [www.maybank2u.com.my](http://www.maybank2u.com.my) or such other site as made known to you from time to time, with at least twenty-one (21) days' notice to you. The revised fees and charges will be binding on you on the date stipulated in such revised Annexure or notice.

- 7.2 All fees and charges and any applicable tax will be debited to your Credit Card Account when due and payable and are not refundable.
- 7.3 Any taxes or levies imposed by law or on any fees/charges will be charged by us to you at the current prevailing rate.
- 8 Possession of the Credit Card**
- 8.1 The Credit Card belongs to us at all times. You may not part with possession or control of the Credit Card for any purpose not authorised by us.
- 8.2
- (a) You must use reasonable precautions to guard against the theft, loss or unauthorised use of your Credit 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 a 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.
- (b) You will be liable for unauthorised transactions which required presentation of your Credit Card and PIN/Signature verification if you:
- (i) acted fraudulently;
- (ii) delayed in notifying us upon discovery of the loss, theft or unauthorised use of the Credit Card;
- (iii) voluntarily disclosed the PIN or allowed another person to use the Credit Card;
- (iv) recorded the PIN on the Credit Card or anything kept in close proximity with it; or
- (v) negligently (1) left the Credit Card unattended or (2) allowed your PIN to become known to any person.
- 8.3 At your request, we may replace the Credit Card at a fee of Ringgit Malaysia Fifty (RM 50) for each replacement Credit Card under a Credit Card Account if such replacement is required due to:
- (a) loss or theft;
- (b) the unauthorized disclosure of the details relating to the Credit Card to a third party; or
- (c) your request to change the Credit Card number.
- 8.4 You must immediately return the Credit Card cut in half to us upon:
- (a) its expiry;
- (b) our demand; or
- (c) discovery of the Credit Card after you have notified us of its loss (in which case you shall not make any further attempt to use the Credit Card).
- 9 Card and PIN Security**
- 9.1
- (a) You must ensure that all information provided to us is accurate and up-to-date.
- (b) You must update your information particulars at our request for our record, verification and security purposes.
- 9.2
- (a) 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:
- (i) destroy any PIN notification advice as soon as possible after receipt;
- (ii) ensure that the PIN is kept in a secure location and not keep written records of the PIN anywhere on, with or near the Credit Card;
- (iii) not allow any other person to see your PIN during any PIN entry;
- (iv) not use the PIN negligently so as to allow any unauthorised transactions to be undertaken by any third party;
- (v) avoid using a number which is easily determined (such as a date of birth or identity card number or mobile number) as the PIN;
- (vi) notify us immediately upon becoming aware that the PIN may have been compromised in any manner (for example, if you receive a short message service (SMS) transaction alert in relation to an unauthorised transaction);
- (vii) use the Credit Card responsibly and not for any unlawful activity; and
- (viii) check each monthly statement of account with due care and report any discrepancy without undue delay.
- 10 Supplementary Credit Card**
- 10.1 If you are the Principal Cardmember, we may at your request and at our discretion, issue a Supplementary Credit Card to a person nominated by you. Such Supplementary Credit Card will be subsidiary to the Credit Card issued to you and all charges incurred under the Supplementary Credit Card will be charged to your Credit Card Account.
- 10.2 These terms and conditions will apply equally to any Supplementary Credit Card. By using a Supplementary Credit 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 fees, costs and Finance Charges) 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 Credit Card” in these Terms and Conditions, and to the liabilities incurred by you in relation to use of the Credit Card, shall be construed accordingly.
- 10.3 Notwithstanding the above, the Supplementary Cardmember will also be liable for all charges incurred by him or her in a personal capacity.
- 10.4 We may in our discretion, agree to any request made by you to grant a Supplementary Cardmember access to your Maybank current account or saving accounts or use of the ATM.
- 10.5 You may request in writing that any Supplementary Credit Card be cancelled. If you do so, the Supplementary Credit 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.
- 11 Default**
- 11.1 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 Credit Limit; or
  - (c) if you or any Supplementary Cardmember breaches any of the terms of this Agreement; or
  - (d) if bankruptcy or similar proceedings are lodged against you (no matter where), and the proceedings are not set aside within thirty (30) days; or
  - (e) if any monetary judgment is made against you and is not fully settled or set aside within thirty (30) days; or
  - (f) if, in our view, your financial position or your ability to perform this Agreement has become impaired; or
  - (g) if the Credit Card or any Supplementary Credit Card is used to make payment for any illegal purchase or in any unlawful transaction; or
  - (h) if the Credit Card or any Supplementary Credit Card issued to purchase goods or services that are not for personal use and are intended to be resold or that are purchased for commercial or business use or exploitation.
- 11.2 If any one or more of the above events occurs, then we may in our discretion and by giving prior notice to you:
- (a) cancel or refuse to renew your Credit Card, and/or any Supplementary Credit Card; or
  - (b) suspend or restrict the use of your Credit Card and/or any Supplementary Credit Card.
- In such an event, all sums owing to us under your Credit Card Account will immediately become due and payable, and you must pay such sums to us on demand.
- 11.3 You agree that if your Credit Card is cancelled or suspended, we may place your name on the Cancellation List which may be circulated to all Authorised Merchants and/or Authorised Cash Outlets and all our branches and those of our affiliates.
- 12 Exclusion of Liability**
- 12.1 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 Credit Card or any Supplementary Card, or any suspension or restriction of rights to use the Credit Card or any Supplementary Credit Card.
- 12.2 We will not be liable in any way for any loss or damage caused to you, by any Authorised Merchant or Cash Outlet. You should handle any claim against or dispute with such Authorised 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.
- 12.3 You shall be liable for all charges arising from all Credit Card transactions duly authorized or deemed authorized by you. This does not affect your liability under Clause 8.2 of these Terms and Conditions.
- 13 Overseas Transactions**
- 13.1 You may use the Credit Card outside Malaysia where there are Authorised Merchants and/or Cash Outlets.
- 13.2 You may use the Credit Card for Cash Withdrawals through designated ATMs in countries approved by us, and/or Merchant Affiliates of Visa International, Mastercard International or AMEX International (depending on your Credit Card).
- 13.3 You authorise 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.
- 13.4 The currency of transactions conducted outside Malaysia will be converted into U.S. Dollars before being converted into Ringgit Malaysia on the date the transaction record is received and/or processed by us. 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 Credit Cards), (ii) a currency conversion rate of 2.5% imposed by AMEX International (in the case of AMEX cards), and (ii) 1% or other rate imposed by us from time to time.
- 14 Indemnity**
- 14.1 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 these Terms.
- 14.2 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 these Terms.
- 14.3 This indemnity shall remain in full force and effect even after cancellation or termination of the Credit Card.
- 15 Termination of Credit Card and Supplementary Credit Card**
- 15.1 You may terminate these Terms at any time by:
- (a) notifying us in writing; and
- (b) returning to us the Credit 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
- 15.2 If you wish to cancel a Supplementary Credit Card without cancelling the Principal Credit 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 Credit Card by the Supplementary Cardmember and/or any third party.
- 15.3 We may terminate these Terms at any time in our discretion by giving you seven (7) days' notice for the same and without being required to give you any reason.
- 15.4 Termination of these Terms will not affect your or our accrued rights and obligations.
- 16 Rewards**
- 16.1 As the Principal Cardmember, you are entitled to Rewards on retail purchases of goods and services made with your Credit Card for purposes of personal consumption only (and not for business or commercial purposes). We shall award Rewards only when we deem your purchases to fall within this permitted category.
- 16.2 We reserve the right to reverse the allotment of any Rewards to you by giving seven (7) days' notice for the same and without being required to give you any reason, 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.
- 16.3 Rewards accumulated by you by using the Credit Card will be immediately cancelled upon cancellation of the Credit Card or termination of these Terms.
- 16.4 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 these Terms, as well as any associated costs and expenses
- 17 Disclosure Of Customer Information And Personal Data under the Financial Services Act 2013 ("FSA") and the Personal Data Protection Act 2010 ("PDPA")**
- 17.1 Save for marketing and/or cross-selling purposes, in which the rules and/or regulations on mandatory "opt-in" requirements will be complied with, you authorise 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 appointed and/or engaged for purposes of this Agreement, both in and outside Malaysia.
- 17.2 You authorise us to conduct credit checks and to verify information given by you to us in connection with these Terms (including in the application for the Credit Card) with credit bureaus and other relevant entities.
- 17.3 You authorise us to disclose details relating to your Credit Card Account and other accounts with us and your relationship with us (including Credit 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) and Cagamas 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.

17.4 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.

17.5 You authorise us to make use of, disclose, divulge or reveal any information relating to your affairs or your accounts with us (including the Credit 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 these Terms.

17.6 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.

**18 Appointment of Agents**

18.1 We may from time to time at our option appoint agents of our choice and authorise them to act on our behalf in enforcing our rights under these Terms (including in the recovery of any sums due and payable by you to us).

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

19.1 (a) We may in our discretion, upon giving not less than twenty-one (21) days’ notice and unless we receive a written notice to the contrary within the twenty-one (21) days’ notice period, assign, transfer and/or sell all or any part of the debts comprising your Credit 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 (“the Credit 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 Credit Cards facility and all sums owing to us under your Credit Card Account will immediately become due and payable, and you must pay such sums to us on demand

(b) Subject to your notice to the contrary, you further consent to us disclosing your personal data and/or details regarding your affairs and your Credit Card Account to any intended, potential or existing Credit Card Account Purchaser as we deem fit. We do not have to give any prior notice of such disclosure to you.

**20 Anti-Corruption, Anti-Money Laundering and Sanctions Law**

**20.1 Anti-Corruption Laws**

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

**20.2 Anti-Money Laundering**

(a) You warrant that none of the funds moving to and from your accounts with us (including the Credit 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 (the “Anti-Money Laundering Act”).

(b) You agree that during the tenure of these Terms, you will not use the Credit Card or operating the Credit Card Account to:

- (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.

**20.3 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 (including,

without limitation, Burma/Myanmar, Cuba, Iran, Libya, North Korea, Sudan or Syria).

- (b) Neither you nor any Supplementary Cardmembers will, directly or indirectly, make available in any way, the proceeds of any Cash Withdrawal to any individual or entity which is a subject of the Sanctions.
- (c) 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 transaction.

## **21 Miscellaneous**

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

- (a) We may by giving you not less than seven 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 days' prior written notice, set-off or transfer any monies standing to the credit of your Credit 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).

### **21.2 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.

### **21.3 Time**

Wherever these Terms 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 these Terms.

### **21.4 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.

### **21.5 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 Credit Card by us.

### **21.6 Changes to terms and conditions**

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) days' prior written notice of any proposed 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) day period. You should actively visit our website from time to time to ensure that you are aware of all proposed changes to the terms and conditions as the amended terms and conditions will supersede all previous agreements.

If you do not agree to any such changes, you must immediately cease use of the Credit 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 15 above). If you do not do so, or if you use the Credit Card on or after the date on which the changes are expressed to take effect, you will be deemed to have accepted such changes.

### **21.7 Address**

We may send any correspondence or document (including notices and reminders) to you by hand, email or prepaid post to your address as stated in the relevant Application Form for the Credit Card, or to such other addresses as you may notify us from time to time. Such correspondence or document will be deemed to have been delivered to you within three (3) Business Days of posting (in the case of prepaid post), at the time of delivery (in the case of hand delivery) or upon transmission (in the case of e-mail). Any failure on your part to notify us of any change of address (physical or electronic address) will not invalidate the delivery of any correspondence or document on you or prejudice our rights under this Agreement.

### **21.8 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) or by hand to your address as stated in the Application Form for the Credit Card, or to such other addresses as

you may notify us of from time to time. Such service will be deemed to have been delivered to you within three (3) Business Days of posting (in the case of pre-paid post) or at the time of delivery (in the case of hand delivery).

**21.9 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.

**21.10 Severability**

If any of the provisions in this Agreement are or become invalid or unenforceable, this shall not adversely affect the underlying intent of these Terms or the validity or enforceability of the other provisions of these Terms.

**21.11 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 these terms and conditions.

**21.12 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.

**22 Definition**

22.1 In this Agreement, the following terms shall have the following meanings:

"Annual Fee" means the annual fee, as pre-determined by us from time to time, which you must pay for the Credit Card on a yearly basis;

"Anti-Corruption Laws" means:

- i) the Malaysian Anti-Corruption Commission Act 2009;
- ii) the US Foreign Corrupt Practices Act of 1977;
- iii) the UK Bribery Act 2010; and/or
- iv) any similar laws or regulations applicable to you or us that relate to bribery or corruption.

"Anti-Money Laundering Laws"

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.

"Authorised Cash Outlet"

means a branch, office and/or location designated by us, at which Cash Withdrawals may generally be effected by cardmembers;

"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 Credit Card when properly presented;

"Average Balance" Daily

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 Malayan Banking Berhad (3813-K);

"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;



"Billing Period"	means, in respect of each monthly statement of account, the period stipulated in such monthly statement of account, for which all purchases of goods and/or services and Cash Withdrawals made using the Credit Card, as well as fees and charges incurred by you will be recorded in such monthly statement of account;		confirming and evidencing cash withdrawals by you through the use of the Credit Card, which withdrawals will be charged to your Credit Card Account;
"Business Day"	means any day on which the offices of the Bank are open for general business [in Kuala Lumpur];	"Credit Card"	means the relevant Maybank Visa Card or the Maybank Mastercard Card or the Maybank AMEX Card issued to you;
"Cancellation List"	means collectively- (a) the Restricted Card List (RCL), comprising printed notices advising Authorised Merchants not to honour a transaction where any of the relevant credit cards referred to in such notices is presented; (b) the Combined Warning Bulletin (CWB), comprising printed notices containing a list of restricted or cancelled account numbers and advising Authorised Merchants not to honour a transaction where any credit card related to such account numbers is presented; or (c) the Hot Card List (HCL), comprising printed notices containing a list of restricted/cancelled account numbers;	"Credit Card Account"	means your account opened with us for the purposes of these Terms;
		"Credit Limit"	means the credit limit imposed on you in relation to the use of the Credit Card;
		"designated Automated Teller Machines (ATM)"	means computerised machines providing cash dispensing and other banking services and facilities designated for the use of cardmembers;
		"Due Date"	means, in the context of a Billing Period, twenty (20) days from the closing date for such Billing Period as stipulated in the relevant monthly statement of account;
		"Magnetic Stripe Reading Terminal"	means a point-of-transaction terminal which is capable of reading the magnetic stripe on a Credit Card;
		"Minimum Payment"	means in relation to any Card Statement, the minimum monthly payment payable on the Payment Due Date;
		"Payment Due Date"	means in relation to any Card Statement, twenty (20) days from the closing date of the Billing Period appearing in the Card Statement;
"Cardmember"	means the person to whom the Credit Card is issued and whose name is embossed on the Credit Card and whose signature appears thereon as an authorised user, and may include a Supplementary Cardmember;	"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 Credit Card;
"Cash Withdrawal"	means a cash withdrawal made by way of submission of a Cash Withdrawal Draft;	"Principal Card"	means the Credit Card issued to the Principal Cardmember, which is considered as the primary credit card for the purposes of the Credit Card Account, and to which all Supplementary Cards linked to such Credit Card Account are supplemental;
"Cash Withdrawal Draft"	means the relevant forms supplied by us to Authorised Cash Outlets from time to time, for the purpose of recording,		

"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;	ii) the total amount resulting from purchases of goods and/ or services, or Cash Withdrawals made by the Cardmember, using the Credit Card including any fees and charges charged by us, up to such point in time,
"Rewards"	includes TreatsPoints, lucky draw prizes, cashback rewards and other rewards that may be awarded by us from time to time;	less any payment made by you and credited to the Credit Card Account during the Billing Period at such point in time;
"Sales Drafts"	means the relevant forms supplied by us to Authorised Merchants for the purpose of recording, confirming and evidencing purchases of goods or services by cardmembers through the use of credit 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 (including, without limitation, currently, Myanmar, Cuba, Iran, Libya, North Korea, Sudan and Syria).	
"Supplementary Cardmember"	means a person nominated by you and approved by us, to whom a Supplementary Credit Card has been issued.	
"Supplementary Credit Card"	means a credit card which is issued to a Supplementary Cardmember, is supplementary to the Credit Card issued to the Principal Cardmember (which will be deemed to be the primary credit card) and is linked to the Credit Card Account of the Principal Cardmember.	
"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	

**ANNEXURE 1**  
**Finance Charges**

Conditions relating to number of Prompt Repayment Months / Total 12 Months	Interest Rate	
	Per Month	Per Annum
For Prompt Repayment in 12/12 months	1.25%	15%
For Prompt Repayment in 10/12 months	1.42%	17%
For Prompt Repayment in fewer than 10/12 months	1.50%	18%
Cash Advance (calculated on a daily basis)	1.50%	18%

**ANNEXURE 2**  
**Fees and Charges**

Fees and Charges payable pursuant to Clause 7 (Fees and Charges)

- (a) A fixed fee of five per centum (5%) on all Cash Withdrawals under Clause 3.2 (b) or Ringgit Malaysia Eighteen (RM18.00) per transaction, whichever is higher;
- (b) An Annual Fee as stipulated below. You agree to pay the Annual Fee and applicable tax for the Credit Card (including, in the case of a principal Credit Card, all Supplementary Credit Cards issued). This Annual Fee shall be determined, and may be varied, by us from time to time. The Annual Fee will be billed to you as specified in the relevant monthly statement;
- (c) Finance Charges as described under Clause 6.2;
- (d) Late payment charges as described under Clause 6.3;
- (e) Service charges (at such rate as we may determine in our discretion) for services rendered, and cost and expenses incurred in respect of or arising from:
  - (i) your cheque being dishonoured for payment; or
  - (ii) a service charge of RM10.00 for each post-dated cheque returned;
  - (iii) production of or photocopying or printing of copies of Sales Drafts or other documents at your request at the following charges:
    - (A) original Sales Drafts: RM15.00 per copy;
    - (B) photocopy of Sales Drafts: RM5.00 per copy;
    - (C) Credit 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). 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.
- (f) Legal fees (on a Solicitor and Client basis) and other expenses incurred by us in the enforcement of our rights under these Terms and/or the recovery of monies owed by you to us under your Credit Card Account; and
- (g) Any other reasonable fees and charges imposed by us for services and facilities rendered to you.

**FATCA and CRS**

I undertake to advise Maybank within 30 days of any change in circumstances which affects my tax residency status or my status in relation to Foreign Accounting Tax Compliance Act (FATCA). As such, I shall provide an updated self-certification and declaration at any Maybank premises within the said 30 days of such change in circumstances.