

UOB DEBIT MASTERCARD TERMS & CONDITIONS

IMPORTANT NOTICE

- I. Please read the terms and conditions in this document before you acknowledge receipt of and/or use the Debit Card.
- II. When you acknowledge receipt or first use the Debit Card, you will be deemed to have accepted and agreed to be bound by the terms and conditions in this document.
- III. The Bank's records of transaction effected by use the Debit Card and appearing on any statement, certificate, book or slip shall be correct and binding on you for all purpose including the purpose of legal proceedings and is conclusive evidence of such transactions unless written notice to the contrary shall have been received by the Bank within fourteen (14) days from the record date as stated in the statement, certificate, book or slip. In the absence of such notification from you, the records shall be deemed conclusive evidence of you confirmation and acceptance the transactions therein.

TERMS AND CONDITIONS

The issuance of the Debit Card by us to you, your acknowledgement of receipt and/or use of the Debit Card is subject to the terms and conditions in this document, including any modifications and additions we may specify from time to time.

1.0 DEFINITIONS AND INTERPRETATION

- 1.1 The following words and expressions used in this document have the following meanings:

“Account” – The current, savings and any asset account whether in your name or otherwise, but for which you are principally liable for all transactions therein.

“Acknowledgement of Receipt” – Any documents acceptable by us and signed by you for the purpose of acknowledging receipt of the Debit Card.

“ATM” – An automated teller machine or device belonging to us or any other banks or financial institutions or any other third party whether in Malaysia or elsewhere.

“Authorised Cash Outlet” – Any branch, office, location or merchant, in or outside of Malaysia designated by us or any affiliates of MasterCard Worldwide to provide a cash withdrawal facility.

“Authorised Merchant” – Any person or retailer who pursuant to a merchant agreement agrees to accept or cause its outlet to accept the Debit Card when properly presented for payment for goods or services.

“Cash Withdrawals” – Cash withdrawals from the Account at the ATMs.

“Chip Reading Terminal” – A point of transaction terminal and where applicable equipped with contact less reader which is capable of reading, communicating and processing transaction from a Debit Card.

“Debit Card” – Each and every card issued by us by whatever name called (including but not limited to “UOB Debit MasterCard”) for use at approved and/or designated ATM, EFTPOS terminal or over the counter at our branches by way of pinpad or such other manner as we determine from time to time in or outside Malaysia.

“EFTPOS” – Electronic Funds Transfer at Point of Sale.

“HOUSE” – The ATM shared network operated by House Network Sdn Bhd under the “HOUSE” brand.

“Limit” – The maximum amount (fixed by us at any time at our absolute discretion) you are allowed to have outstanding on the Account, or several accounts where it is a combined credit limit.

“Minor” – A person below 18 years of age.

“Our”, “us” or “we” – United Overseas Bank (Malaysia) Bhd (271809-K) whose registered office is at Level 11, Menara UOB, Jalan Raja Laut, 50350 Kuala Lumpur and its branches in Malaysia.

“PIN” – Your personal identification number.

“Sales Draft” – The relevant slips, forms or papers supplied by us or any affiliate members of MasterCard Worldwide to the Authorised Merchant or Authorised Cash Outlet for the purpose of recording, confirming and evidencing purchase of goods and/or services incurred by you through the use of the Debit Card to be charged to the Account.

“Telecommunication Instructions” – Instructions from you to us by telephone or facsimile transmission or by any other means of telecommunication instruction.

“You” or “your” – The person named on the Debit Card.

- 1.2 These terms and conditions are in addition and subject to the agreements, rules and regulations and terms and conditions governing the Account and the benefits, services and facilities under Account and/or through use of the Debit Card specified by us from time to time.

1.3 If there is a discrepancy or inconsistency between the agreements, rules and regulations and terms and conditions governing the Account and the abovementioned benefits, services and facilities with these terms and conditions, these terms and conditions will prevail in relation to the use of the Debit Card.

1.4 A reference to –

- (a) the singular number includes the plural, and vice versa;
- (b) the masculine gender includes the feminine and neuter genders, and vice versa;
- (c) a person includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state, and a trust;
- (d) a person includes the person's executors, administrators, successors, substitutes, and assigns, and this document will bind those persons; and
- (e) "including" or "for example" (or other similar words) when introducing an example does not limit the meaning of words to those examples.

2.0 ACCEPTANCE OF DEBIT CARD

2.1 We will send the Debit Card to you by any means whatsoever, and you will hold us harmless from all liability, loss and damage incurred or suffered if the Debit Card fails to reach you after the dispatch, or the Debit Card is intercepted or retained by any person other than you, or lost in transit.

2.2 When you receive the Debit Card, you must immediately sign on it and acknowledge receipt of it by signing and returning the Acknowledgement Receipt to us. The signing on the Debit Card or use of the Debit Card will be binding and conclusive evidence of your agreement to be bound by these terms and conditions.

3.0 FUNCTIONS OF THE DEBIT CARD

3.1 During its validity, and subject to these terms and conditions, you can use the Debit Card to access facilities and services under the Debit Card made available by us from time to time.

3.2 Your use of the Debit Card facilities and services is subject to the Limit, and we can at our absolute discretion decide not to honour a transaction under the said facility and/or service exceeding such Limit.

4.0 PIN AND CONFIDENTIALITY OF PIN

4.1 Your PIN is strictly confidential, and you will be liable for all transactions and charges incurred under all or any Accounts by use of the Debit Card, whether or not such transactions and/or charge is within your knowledge or authority.

4.2 You undertake not to disclose or expose or in any way cause your PIN to be disclosed or exposed to any person under any circumstances whether voluntary or otherwise. If the PIN was disclosed or exposed for any reason whatsoever or your forget your PIN, you must immediately notify us orally and in writing and return the Debit Card to us to be cut in half for cancellation.

4.3 If you return the Debit Card for cancellation as described in Clause 4.2, we may at our absolute discretion replace the Debit Card and re-issue a new Debit Card to you, provided that you accept and use the new Debit Card subject to these terms and conditions.

4.4 When a Debit Card is issued, or is replaced and reissued, you will select your PIN or change your PIN at any time using the PIN pad provided in our premises or any of our ATMs.

5.0 USE OF THE DEBIT CARD

- 5.1 You must not use or attempt to use the Debit Card for any transaction, in particular cash withdrawal, purchase of goods and/or services and payments or transfer of funds from any Account unless there is sufficient available funds in the relevant Account.
- 5.2 We can at our absolute discretion require you at any time to prescribe a maximum limit on transactions in Ringgit Malaysia or its equivalent on each or any facility and/or service available under the Debit Card, and you cannot use the Debit Card for any transaction exceeding such prescribed limit.
- 5.3 You will be required to use your PIN to gain access to your Account or any of your other accounts with us for Cash Withdrawals through ATMs.
- 5.4 A purchase of goods and/or services from any Authorised Merchant using the Debit Card will generally require you to sign on a Sales Draft prepared by the Authorised Merchant, unless the purchase is made or incurred through mail or phone orders, self-service terminals, Chip Reading Terminals, the Internet or any similar means.
- 5.5 Transactions effected with the Debit Card through or from a designated joint account will be binding on all account holders, who will be jointly and severally liable for all the transactions, and joint account holders undertake not to revoke the mandate on the operation of the Account unless and until the Debit Card of the cardholder whose mandate is to be revoked is returned to us cut in half for cancellation.
- 5.6 You authorise us to debit all relevant Accounts with such amount of transaction effected using the Debit Card or for any reason we deem fit, notwithstanding that such debit of Account causes it to be overdrawn.

5.7 We can at our absolute discretion decide not to honour a transaction effected using the Debit Card if there is –

- (a) an error, defect, failure or interruption in the provision of the ATM service for any cause beyond our control or for any reason;
- (b) a mechanical fault or malfunction of the terminals or equipment at the Authorised Merchant or Authorised Cash Outlet of any ATM or other service outlet due to an interruption of electrical supply or any cause beyond our control;
- (c) an error on our part;
- (d) insufficient available funds in the relevant Account;
- (e) a use or attempted use of the Debit Card for a transaction exceeding the limit prescribed by us on such facility or service.

5.8 In addition to, and without affecting Clause 5.7, we can refuse to honour a transaction effected using the Debit Card for any reason we deem fit.

5.9 All unlawful transactions including illegal betting by electronic, online, Internet or similar means will not be permitted with the use of the Debit Card.

6.0 ACCOUNT

6.1 The verification and records by us, the Authorised Merchant or Authorised Cash Outlet of transactions effected using the Debit Card and appearing on any statement, certificate, book or slip will be correct and binding on you for all purposes, including legal proceedings, and is conclusive evidence of such transactions unless we have received written notice to the contrary within 15 days from the date of the statement, certificate or slip. If we do not receive any such notification from you, the verification and records will be deemed conclusive evidence of confirmation and acceptance of the transactions therein by you.

- 6.2. If we receive your written notification as described in Clause 6.1, we can, if satisfied, make the necessary adjustment and rectification to the Account, but this will not affect our right to credit the Account with whatever amount that may be due.
- 6.3. Without affecting Clause 6.1, the balance outstanding in an Account and reflected on the ATM screen or any other service outlet and/or appearing on any statement, certificate, book or slip will not include deposits made at the ATM or at our branches which have not been verified in accordance with the manner we determine.
- 6.4. All payment of purchases of goods or services effected using the Debit Card, annual fees and other charges will be debited to the Account and reflected in the Account statement.
- 6.5. For pre-authorized transactions (e.g. petrol and hotel accommodation), the amount authorised will be deducted from your current or savings Account and subsequently adjusted when the actual amount used is determined.
- 6.6. If there is insufficient available balance in the Account to pay for a transaction or other amount payable from the Account (including any fees, charges or other payments due to us), we can in our absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by you with us, to the Account.
- 6.7. Notwithstanding anything to the contrary in this document, if we due to any reason, including any erroneous approval given or any mistake on our part (such as wrongly crediting any amount to the Account or wrongly debiting any amount to the Account or due to any other mistake or error), you agree that we have the absolute right to make the necessary adjustment or rectification and to debit the Account accordingly, and you hereby irrevocably and unconditionally agree to pay any amount debited to the Account.

7.0 DEPOSITS AT ATM

- 7.1. During its validity and subject to these terms and conditions, you can use the Debit Card to effect cash or cheque deposits at designated ATMs.
- 7.2. The said cash or cheque deposits will be credited to the relevant Account upon verification by us in the manner we determine from time to time.
- 7.3. We can return any cheque, draft or instrument deposited at designated ATMs but not honoured by us for any reason, and these will be returned to you by messenger or posted to the address last registered with us, or in any manner we deem fit at your own risk and expense.

8.0 FEES AND CHARGES

- 8.1. You must pay all the following fees, charges and interests incurred in this Clause 8, and authorise us to debit your Account, at any time, even if such debiting may cause the Account to be overdrawn:
 - (a) Service charge is imposed at such other rate determined by us from time to time with prior notice for transactions effected using the Debit Card and for services rendered and costs and expenses incurred.
 - (b) The annual fee is payable whenever a Debit Card is issued or replaced. The annual fee will not be refunded to you upon cancellation or revocation of the Debit Card.
 - (c) Legal fees (on a full indemnity basis) and other expenses incurred by us in the enforcement of our right and entitlement and the recovery of monies owed by you to us under these terms and conditions.

- (d) Other fees and charges from time to time imposed by us or any authority having jurisdiction over us for the issuance of the Debit Card and the related services and facilities made available by us to you, including any interest chargeable at such rate and in such manner prescribed by us on such fees and charges due herein but not paid.
- (e) An agency fee is payable for the debt collection services rendered by the agent, at such rate as we may determine.

8.2 Irrespective of the other provisions in these terms and conditions, we can at our discretion vary the rate of such fees, charges and interest and any other provisions of these terms and conditions, and such change or variance will be communicated to you via adequate notice before the changes are introduced. The mode of notification could be in writing, via electronic means, or displayed at our business premises and website, at our absolute discretion.

9.0 PAYMENT

- 9.1 Our acceptance of late payments or partial payments, including cheques or money orders marked as constituting payments in full or any waiver on our part of our right or any indulgence granted to you, will not operate to prevent us from enforcing any of our rights under these Terms and Conditions, nor will such acceptance operate as consent to the modification of the terms and conditions in any respect.
- 9.2 Payments from you to us will be free or of any deduction, whether for counter-claim and/or set off against the Authorised Merchant and/or the Authorised Cash Outlet, us and/or any third party.
- 9.3 All payments under these terms and conditions may be made at any of our branches or at any locations designated by us and/or by any other or whatsoever means of payment made available and approved by us.

- 9.4 Payment received from you in respect of the Account will be applied in or towards payment of any outstanding interest, charges, fees and legal costs and thereafter against transactions effected using the Debit Card.
- 9.5 Irrespective of the provisions of Clause 9.4, we can apply any payment received from you in any manner we deem fit in our absolute discretion, including placing and keeping it to the credit of a suspense account for so long as we think fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liabilities due or incurred by you.
- 9.6 Notwithstanding any such payment in Clause 9.5, in the event of any proceedings in or analogous to your bankruptcy or insolvency, we may approve and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities against you.

10.0 THE DEBIT CARD

- 10.1 The Debit Card is valid and must be used by you until its cancellation under these terms and conditions.
- 10.2 We reserve the right, at our sole discretion at any time without having to give any reason, to cancel the Debit Card or terminate, revoke, suspend, suspend or restrict the use of the Debit Card or refuse to replace and re-issue the Debit Card upon its cancellation under these terms and conditions.
- 10.3 In addition to, and without affecting our rights under Clause 10.2, we can cancel the Debit Card and/or use thereof, and may (but not under a legal obligation to do so) notify you of the same in writing if –
- (a) a demand is made by us for the return of the Debit Card;
 - (b) the Debit Card is recovered after notification by you of its loss or theft;

- (c) you breach any clause of these terms and conditions;
- (d) we suspend, redesignate or close the Account for any reason;
- (e) you give a notification under Clause 13.1 on the loss or theft of the Debit Card;
- (f) you give a notification under Clause 4.2 on the disclosure or exposure of the PIN or that the PIN has been forgotten;
- (g) a sole proprietorship ceases to be such by reason of any changes in the composition or constitution thereof or for any reason;
- (h) the Account is closed by you for any reason;
- (i) you die or become insolvent, commit an act of bankruptcy, or where you are a company, a petition is presented for your winding up or a resolution is passed for your voluntary winding up;
- (j) any order for execution, writ of attachment, garnishment or any other legal proceeding is issued against you; or
- (k) an event has occurred or a situation exists which could or might in our sole and absolute opinion –
 - (i) prejudice your ability to perform your obligations herein; or
 - (ii) prejudice the repayment of any amount due to us.

10.4 The Debit Card will remain our property at all times and you must not part with the control or the possession of the Debit Card for any purpose.

- 10.5 The Debit Card is not transferable and will be used exclusively by you and cannot be assigned, charged or pledged as security for any purpose or reason.
- 10.6 You must not use the Debit Card and must immediately return the same cut in half to us for cancellation if –
- (a) the Validity Period of the Debit Card expires;
 - (b) you cancel, terminate or surrender the Debit Card;
 - (c) we demand the return of the Debit Card;
 - (d) we terminate, cancel, revoke or suspend the use of the Debit Card;
 - (e) the Debit Card is recovered after your notification of its loss or theft;
 - (f) the PIN is disclosed or exposed, or you have in any way caused your PIN to be disclosed or exposed voluntarily or otherwise, to any person;
 - (g) you fail to remember your PIN;
 - (h) you close the Account and/or the Account is suspended, redesignated or closed by us for any reason;
 - (i) a sole proprietorship ceases to be such by reason of any change in the composition or constitution thereof or for any reason whatsoever; or
 - (j) you are not agreeable to any change, modification or variation in the terms and conditions.

- 10.7 The agreement comprised in these terms and conditions will be deemed to remain in full force and effect for instances where any transaction is completed but not debited to the Account prior to termination.
- 10.8 The termination of the agreement comprised in these terms and conditions will not affect any liability in respect of things done or omitted to be done prior to termination.
- 10.9 Our rights and remedies against you will survive termination.
- 10.10 Your use of the Debit Card will be governed by these terms and conditions, including all related requirements, directive, regulations and guidelines issued by us, Bank Negara Malaysia and/or any other authority having jurisdiction over us, at any time.

11.0 OVERSEAS TRANSACTIONS

- 11.1 The Debit Card can be used outside Malaysia at designated ATMs with the MasterCard Cirrus logo, and provided that you must ensure that all inter-country transactions using ATMs must not violate the laws existing in the country where the transaction is done.
- 11.2 The Debit Card can be used outside Malaysia at Authorised Merchants, Authorised Cash Outlets and/or Authorised Smart\$ Cash Merchants.
- 11.3 Transactions which are effected in currencies other than Ringgit Malaysia will be first converted to US Dollars through MasterCard Worldwide before the US Dollars are subsequently converted to Ringgit Malaysia on the date the transaction is posted into the Account. The rate of exchange on the date of such posting may therefore differ from the rate of exchange in effect on the date of transaction. Such rates may vary from the wholesale currency markets or the government-mandated

rate-in effect for the date of such posting and may be subjected to adjustment by us at our absolute discretion.

- 11.4 All inter-country transactions by you must not violate the laws existing in the country where the transactions are effected. Where applicable, you must comply with the Exchange Control Regulations issued by Bank Negara Malaysia and will be liable for any infringement of such regulations, including any amendments.

12.0 SMART\$ CASH REBATES PROGRAM

- 12.1. You can earn Smart\$ Cash Rebates on purchases at any Smart\$ Cash Merchants (except specific Smart\$ Cash Merchants solicited by us for specific credit cards only, where the specific credit cards will also earn Smart\$ Cash Rebates at such merchant) at the rate determined between us and the Smart\$ Cash Merchant. We can adjust and/or amend the said rate without notifying you in advance, and you will be bound by such adjustment and/or amendments.

- 12.2 All Smart\$ Cash Rebates earned will be rounded up to the nearest sen.

- 12.3 You can choose to accumulate or redeem Smart\$ Cash Rebates at any Smart\$ Cash Merchants except at specific Smart\$ Cash Merchants solicited by us for specific credit cards only. The specific merchants solicited for specific credit cards will also be termed as Smart\$ Cash Merchants, which allows you to redeem your Smart\$ Cash Rebates, but only specific credit cards can earn Smart\$ Cash Rebates at these merchants. Smart\$ Cash Rebates cannot be redeemed on the same day it is earned and may only be redeemed for subsequent transactions the following day.

- 12.4 You are advised to check the availability of your Smart\$ Cash Rebates prior to the redemption.

- 12.5 No minimum purchase is required for you to perform a redemption, and –

- (a) if the value of the transaction is more than or equal to the accumulated Smart\$ Cash Rebates, you can redeem the whole but not part of the accumulated Smart\$ Cash Rebates towards full or partial payment for qualifying goods and/or services purchased from the Smart\$ Cash Merchant, whereby the value of the accumulated Smart\$ Cash Rebates will be deducted from the value of the transaction, and the balance (if any) is payable by charging the same to your Debit Card, and not by cash; and
- (b) if the value of the transactions is less than the accumulated Smart\$ Cash Rebates, you can redeem part of the accumulated Smart\$ Cash Rebates equivalent to the value of the transactions,

provided that a purchase cannot be made using both redemption of Smart\$ Cash Rebates and the balance thereof by cash. We will not accept any such Smart\$ Cash Rebates adjustment or dispute from you.

- 12.6 The redemption of Smart\$ Cash Rebates is not allowed where your Debit Card is invalid, or has been suspended or cancelled, and/or your accounts are delinquent as determined by us.
- 12.7 The cumulative Smart\$ Cash Rebates shown on the Sales Draft is a summary of all previous Smart\$ Cash Rebates earned after subtracting all previous redemptions and adjustments.
- 12.8 Neither us nor the Smart\$ Cash Merchant will be liable if the Smart\$ Cash Rebates cannot be recorded for any reason (including malfunction or interruption of the Smart\$ Cash Rebates system, civil commotion, fire or other force majeure events beyond the control of any party).
- 12.9 The total cumulative Smart\$ Cash Rebates printed on the Sales Draft will be deemed correct and accurate at the point of transaction.

12.10 Smart\$ Cash Rebates which are not used within one year after the transaction date recorded will automatically expire and will be deducted from the Smart\$ Cash Rebates balance in your Account.

12.11 No Smart\$ Cash Rebates will be credited for the following:

(a) For sales items, special price items, promotional items or such other non-qualifying items designated by Smart\$ Cash Merchants from time to time.

(b) If there is a breakdown or malfunction of the computer, terminal communication lines or any other equipment whether or not belonging to us or the Smart\$ Cash Merchant.

(c) If the Debit Card transaction is for any reason processed manually.

12.12 For security reasons, Smart\$ Cash Merchants will not carry out Smart\$ Cash Rebates adjustments.

12.13 We can reject any request for Smart\$ Cash Rebates adjustment without giving any reason.

12.14 We can add, terminate or withdraw any Smart\$ Cash Merchants from the Smart\$ Cash Rebates Program without prior notice and without having to give a reason, and you will be bound by such adjustment and/or amendments.

12.15 The conversion rates for cross border and/or worldwide redemption will be determined by us at our absolute discretion.

12.16 Smart\$ Cash Rebates are not transferable and cannot be exchanged for cash.

12.17 All unredeemed Smart\$ Cash Rebates will be void and forfeited –

- (a) On the expiry date of the Debit Card;
- (b) When we receive your request to terminate your Debit Card;
- (c) If we terminate the Debit Card for any reason;
- (d) If there has been a loss, theft, damage, destruction, fraudulent or unauthorised use of the Debit Card; or
- (e) Upon the cessation of the Smart\$ Cash Rebates Program for whatever reason.

12.18 While we will ensure the participating merchants honour the commitments to the issuance of the Smart\$ Cash Rebates, we will not be held liable for the act or omissions of the participating merchants.

12.19 You should refer to Clause 39.0 in the event of any disputes.

12.20 For transaction disputes arising from redemption of Smart\$ Cash Rebates, the necessary adjustment will be made to the Smart\$ Cash Rebates redeemed and the disputed transaction amount where applicable. We will not accept any request to refund any disputed Smart\$ Cash Rebates redeemed in exchange for cash or payment to your Account.

12.21 You must approach the Smart\$ Cash Merchants directly to resolve any exchange or cancellation of purchases of goods and/or services, and not go through us. We will not be held liable for any delay in resolving such requests by the Smart\$ Cash Merchants, and any Smart\$ Cash Rebates adjustment request must be notified in writing by the Smart\$ Cash Merchant within three working days from the date of cancellation.

12.22 We can debit/credit the Smart\$ Cash Rebates from the Account at any time upon reversal of a disputed transaction or at any point of time deemed necessary without prior notice to you.

12.23 Smart\$ Cash Rebates will be debited from Account upon receipt of a dispute. We can make the necessary adjustment and rectification on Smart\$ Cash Rebates from your Account at any time without prior notice on any disputed transaction.

12.24 Our decision on all matters pertaining to the Smart\$ Cash Rebates Program is final.

13.0 YOUR LIABILITY

13.1 You agree and undertake to take all reasonable care and precaution to prevent the loss or theft of the Debit Card, and must immediately notify us (in the event of loss or theft in Malaysia) or any member of MasterCard Worldwide (in the event of loss or theft abroad) of the Debit Card. You fully understand that failure to take reasonable care and precaution of your Debit Card may expose you to the consequences of theft and/or unauthorised used of the Debit Card.

13.2 The notification in Clause 13.1 will be made by telephone, telegram, telex or facsimile transmission followed by a written confirmation thereof together with a police report.

13.3 Until and unless we receive the written confirmation and police report referred to in Clause 13.2, you will remain liable for all transactions incurred under the Account by the use of the Debit Card, whether authorised by you or otherwise.

13.4 Where investigations disclose that you are involved in or have acted fraudulently or failed to inform us of the loss or theft of the Debit Card or have contributed to the losses arising from any unauthorised transactions, or such allegations thereto, you will be liable for all charges and transactions incurred even if the amount incurred exceeds the available funds in the relevant Account whether before or after the receipts of the written confirmation and police report referred in to in Clause 13.2.

13.5 Where you are required under these terms and conditions to return the Debit Card cut in half to us, and you fail to do so, you will continue to be liable for all transactions incurred under the Account using the Debit Card, including amounts drawn in excess of the available funds in the Account whether authorised by you or otherwise until the Debit Card has been returned to us in the manner set out in these terms and conditions.

14.0 PRIVILEGES AND BENEFITS GENERALLY

14.1 We reserve the right at our sole discretion with prior notice to amend, modify, revise, restrict increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges conferred on you under the Debit Card.

14.2 We can (but are not obliged to do so) give notice of such amendment, modification, revision, restriction, increase, suspension, cancellation or withdrawal to you by posting a notice thereof by ordinary mail to your last known address registered with us, by displaying a notice thereof at our premises where the Account is maintained or at our branches, by advertising the same in any daily newspaper circulating in Malaysia, by any means of radio or television broadcast and/or by any other media we choose.

15.0 TELECOMMUNICATION INSTRUCTIONS

15.1 You expressly consent and irrevocably authorise us to act on your instructions given by telephone or facsimile transmission or by any other means of telecommunication instructions (hereinafter called “the Telecommunication Instruction”) which we in our sole discretion believe emanate from you.

15.2 We will verify your identity and security password through a security process established by us (which may change from time to time).

- 15.3 You must keep your PIN and security password and must not reveal the same to anyone.
- 15.4 We will take reasonable steps to verify the identity of the person or persons giving the telecommunication instructions referred to in Clause 15.1 purportedly in your name, and you agree that we will not be liable to you for any loss or damage that you may suffer if the telecommunication instructions emanate from individuals other than you.
- 15.5 You undertake to fully indemnify us and keep us fully indemnified against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which we may sustain, suffer or incur as a result of us agreeing to act on such telecommunication instruction referred to in this clause.

16.0 EXCLUSION OF LIABILITY

- 16.1 We will not in any circumstances be liable for damages suffered or loss incurred by you, including loss of reputation or embarrassment –
- (a) in respect of any adverse representation or implication that may arise as result of –
- (i) any termination or cancellation of the Debit Card or refusal on our part to replace the Debit Card;
 - (ii) any revocation, suspension or restriction of the use of the Debit Card;
 - (iii) the withdrawal of any benefits, services and facilities conferred on you under the Debit Card;

- (iv) the amendment, variation, cancellation or suspension of all or any benefits, services and facilities conferred on you under the Debit Card;
 - (v) any dissatisfaction with the quality, effectiveness and/or genuineness of the goods purchased and/or services rendered by the Authorised Merchant or Authorised Cash Outlet; and/or
 - (vi) purchases, transactions, contract and/or agreements involving scam activities made or entered by you with any Authorised Merchant or Authorised Cash Outlet;
- (b) arising from any act or omission of any Authorised Merchant or Authorised Cash Outlet howsoever caused;
 - (c) arising from the refusal of the Authorised Merchant or Authorised Cash Outlet to honour the Debit Card;
 - (d) in respect of any statement, representation or communication made by any Authorised Merchant or Authorised Cash Outlet;
 - (e) as a result of the defect or deficiency in the goods purchased and/or services rendered by any Authorised Merchant or Authorised Cash Outlet;
 - (f) if the Debit Card is not received by you after despatch of the Debit Card under these terms and conditions, or the Debit Card is intercepted or retained by any person other than you in transit;
 - (g) arising from your failure or omission to adhere and comply with Clauses 4.1 and 4.2;

- (h) arising from the turn of any cheques, drafts or instruments deposited at designated ATM but not honoured by us for any reason whatsoever;
- (i) as a result of our refusal to honour all or any transaction effected by use of the Debit Card;
- (j) if there are any instructions (including Telecommunication Instructions) which emanate from unauthorised individuals purportedly in your name; and/or
- (k) arising from our refusal to accept or carry out any such Telecommunication Instructions.

16.2. You must handle any claim or dispute directly with the Authorised Merchant or Authorised Cash Outlet and notwithstanding any claim or dispute or pending the resolution or settlement of the same, you will continue to be liable and must not withhold any payment due and payable to us under these terms and conditions for all transactions with the said Authorised Cash Outlet.

16.3 We will not be liable for any loss, injury or damage suffered including consequential and economic loss, howsoever caused and/or arising by or from mechanical defect or malfunction of ATMs or by any circumstances beyond our control or by strikes or other labour dispute.

17.0 SOLE PROPRIETORSHIP AND MINOR

17.1 You expressly undertake to immediately notify us in writing if your sole proprietorship ceases to be such by reason of any change in the composition or constitution thereof or for any reason.

17.2 You acknowledge and agree to be jointly and severally liable as principal for all transactions, obligations and liabilities incurred under or in respect of the Account effected and/or as a result of use of the Debit Card by a Minor.

18.0 RIGHT OF SET OFF AND CONSOLIDATION

18.1 You agree that we may in our absolute discretion at any time and by giving you at least 7 days' notice, make a demand combine or consolidate all or any of your Accounts, including the Account in our name and/or your name jointly with others (whether current, deposit, loan or of any other nature whatsoever subject to notice or not and whether Ringgit Malaysia or in any other currency) and set-off or transfer any sum standing to the credit of any one or more of such Accounts in or towards satisfaction of any sum due and payable to us under these terms and conditions whether such liabilities be actual, present, future, contingent several or joint.

18.2 Where such combination, set off, consolidation, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at our prevailing rate of exchange as determined by us at our sole discretion.

19.0 APPOINTMENT OF AGENTS

19.1 In addition to, and without taking away any of our rights herein, and upon the approval of Bank Negara Malaysia or any other establishment or authority having jurisdiction over us, we may at our absolute discretion appoint an agent and/or a debt collection agency of our choice to collect all sums due to us which is owing and payable by you under these terms and conditions.

19.2 You irrevocably and expressly consent to us and/or our officers disclosing any information relating to the Debit Card, you and/or your Account to any such agent and/or debt collection agency referred to in Clause 19.1.

20.0 VARIATION

- 20.1 You agree that we may at any time vary, add to, or amend the rates, fees, charges and commission as well as any of these terms and conditions by giving you at least 21 days' notice of the same.
- 20.2 The notification in Clause 20.1 will be made by us by posting notices at our premises where the Account is maintained or at our branches and/or by any other means which we deem fit at our absolute discretion.
- 20.3 Any variation, addition or amendment referred to in Clause 20.1 will take effect as from the date of the variation, addition or amendment or any date as we may specify.

21.0 DISCLOSURE

- 21.1 You agree that we (including our officials, employees, agents or any other persons who we grant access to our records, correspondence or any material relating to you or the Account) can disclose at any time at our absolute discretion without notifying you beforehand, any information relating to you, your accounts with us, and these terms and conditions to the following persons:
- a. Any members of our Group (which means our branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia), for any of the following purposes:
 - (i) Providing you with banking services.
 - (ii) Reporting.
 - (iii) Data matching.
 - (iv) Promoting, improving and furthering the provision of other services by us or any member of our Group to you.
 - (v) Fraud or crime prevention.

- (vi) Investigating, preventing or otherwise in relation to money laundering and criminal activities.
 - (vii) Debt collection.
 - (viii) Outsourcing our operations.
 - (ix) Performance of duties as an officer of the bank or in connection with the conduct of audit or the performance of risk management.
 - (x) Facilitating the performance of our or any members of our Group's function.
 - (xi) Compliance with our Group's policies, guidelines, directives or requirements.
 - (xii) Corporate exercise.
 - (xiii) Any legal process initiated by or served on us.
- b. Any person, whether in Malaysia or elsewhere, who provides electronic or other services to us for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims.
 - c. To any person, whether in Malaysia or elsewhere, which we engage for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced.
 - d. The police or any public officer conducting an investigation in connection with any offence including suspected offences.
 - e. Credit card companies and financial institutions in connection with credit card enquiries.
 - f. To other banks, financial institutions, credit bureau or credit reference agents (only for credit information).
 - g. Our auditors, solicitors, and professional advisors.
 - h. Our stationery printers, vendors of the computer systems we use, and to such persons installing and maintaining them and other suppliers of goods or service providers we engage.
 - i. Any receiver we appoint or appointed by any other party.

- j. Any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau.
- k. Any rating agency, insurer or insurance broker or direct or indirect provider of credit protection.
- l. Any actual or potential participant or sub-participant in relation to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them.
- m. For transactions effected or processed with or without your authority in or through the ATMs of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the ATM card and their respective agents or contractors.
- n. Any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any members of our Group.
- o. Any person to whom we or any members of our Group is permitted or required to disclose to under the law of any country.
- p. Any other person to whom such disclosure is considered by us to be in our interest, or the interest of any members of our Group.

21.1 You expressly consent and authorise us and/or our officers to check the available balance in the Account at any time as and when we deem fit without any reference to you.

22.0 INDEMNITY

22.1 In addition and without affecting the rights and remedies conferred under these terms and conditions, you will indemnify us against all actions, proceedings claims, demands, losses, damages, costs and expenses (including but not limited to legal expenses on a full indemnity basis) which we may sustain or incur in enforcing or attempting to enforce our rights under these terms and conditions, as a result of

your negligence, misconduct or breach of any of these terms and conditions and/or as a result of us accepting or refusing to accept the Telecommunication Instructions.

- 22.2 Your liability to indemnify us will be a continuing liability until our liability is fully discharged, and this indemnity will be binding upon you and your personal assigns, representatives, heirs and successors-in-title.

23.0 NOTICE

- 23.1 You must promptly and without undue delay inform us in writing of any change in address and/or employment or business and any failure by you to notify us of the same resulting in delay or return of any statement, correspondence or notice will not affect our rights or entitlement hereunder.
- 23.2 Any statement of account, correspondence or notice to you may be delivered by hand or sent by facsimile or telex transmission or by post (registered, ordinary or others) to your last registered address with us, and will be deemed to have been duly received by you at the time of despatch or transmission by facsimile or telex or within 48 hours after posting, notwithstanding that it be undelivered or returned undelivered, as the case may be, and with respect to posting, it will be sufficient to prove that the notice was properly addressed and posted.
- 23.3 Notwithstanding Clause 23. 2, all correspondence or notice may be given to you by displaying a notice at our premises where the Account is maintained or at our branches, by publishing and advertising the same in any daily newspaper circulating in Malaysia and/or by means of radio or television broadcasts or by any other media we choose, and you will be deemed to have received the same on the date of such publication, advertisement or broadcast.

24.0 SERVICE OF LEGAL PROCESS

24.1 The service of any pleadings may be by way of prepaid registered or ordinary post sent to the respective addresses for service of the parties concerned and such pleadings will be deemed to have been duly after the expiration of 48 hours from the date it is posted, whether or not the same is returned undelivered.

25.0 WAIVER

25.1 Time will be of the essence to these terms and conditions, but no failure to exercise and no delay in exercising on our part of any right, power, privilege or remedy will operate as a waiver thereof, nor will any single or partial exercise of any right, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedy provided by law.

26.0 SEVERABILITY

26.1 The invalidity or unenforceability of any provisions herein will not substantially nullify the underlying intent of these terms and conditions, and the invalidity or unenforceability of any provision will not affect the validity of enforceability of the other provisions herein, which will remain in full force and effect.

27.0 CHANGE IN CONSTITUTION

27.1 These terms and conditions will continue to be valid and binding irrespective of any transfer or assignment of our business, operations, assets or liabilities or that of any company by which our business may for the time being be carried on and/or your constitution, amalgamation, consolidation, reconstruction, merger or otherwise, and if you are an individual, by death.

28.0 OTHER TERMS AND CONDITIONS

28.1 These terms and conditions will be in addition to and not in derogation of the any rules, regulations, guidelines and directives issued by Bank Negara Malaysia and/or other authority having jurisdiction over us and any specific agreement or arrangement with regard to the issuance and use of the Debit Card now or hereafter from time to time subsisting between us and you or any terms and conditions as may be specified in any letter or notice given by us to you from time to time.

29.0 LAW

29.1 These terms and conditions will be governed by and construed in accordance with Malaysian law, wherever the transaction using the Debit Card is effected, and you irrevocably –

- (a) submit to the non-exclusive jurisdiction of the courts in Malaysia;
- (b) waive any objection on the grounds of suitability of venue, jurisdiction, or any similar ground; and
- (c) consent to service of process by registered mail or in any other manner permitted by the relevant laws.

29.2 We can act in any way we see fit, without consulting you beforehand, if we are served with a court order issued by a court of any jurisdiction. You agree that you will not hold us liable for any loss or damage in connection with our actions.

30.0 SUCCESSORS BOUND

30.1 These terms and conditions will be binding upon both ours and your heirs, personal representatives and successors-in-title.

30.2. Your rights, obligations and liabilities under these terms and conditions will not be assigned for any reason.

31.0 USE OF DEBIT CARD FOR ADDITIONAL/SUBSTITUTED ACCOUNT

31.1 Notwithstanding these terms and conditions, we have the discretion to, upon your request, allow any Debit Card to be used or continue to be used in relation to or in substitution for the Account originally designated by you, and these terms and conditions will apply to the use of the Debit Card in relation to any such other Account.

32.0 EXCESS AMOUNT

32.1 Irrespective of any provisions herein, you must immediately repay us on demand (the exercise of our right of demand will be at our absolute discretion) any amount drawn in excess of the available funds in the relevant Account together with such interest and charges at such rates and in such manner as we may prescribe to be imposed on such excess amount until full repayment thereof as well as before or after any demand or judgment and notwithstanding that the relationship between us and you may have ceased or been terminated.

33.0 REFUND

33.1 Any money due to you under these terms and conditions, in particular from any necessary adjustment and rectification or any decision on a dispute or claim by you will be credited to the relevant Account in the manner and subject to such fees, charges and interests as may be determined by us then prevailing.

34.0 PRESERVATION OF RIGHTS AND ENTITLEMENT

34.1 Notwithstanding anything in these terms and conditions, our rights and entitlement under these terms and conditions will remain in full force and effect and will survive any cancellation, revocation, suspension of the Debit Card by us.

35.0 SUPERSEDING AGREEMENT

35.1 All previous terms and conditions, rules and regulations, agreements if any, made between us and you, either in writing or verbally in respect of the issuance and use of the Debit Card, are hereby cancelled and superseded by these terms and conditions.

36.0 PROOF OF USE

36.1 Once the Debit Card has been sent to you, you will bear the onus of proving that the Debit Card was not used by you at the time a disputed transaction was effected.

36.2 Unless and until the same is proved to our satisfaction, you will be liable for all the transactions under relevant Account arising from the disputed transaction or any one of them.

37.0 RULES AND REGULATIONS GOVERNING THE ACCOUNT

37.1 Any rules and regulations and terms and conditions governing and regulating the Account and the services and facilities available to you under the Account or through use of the Debit Card will apply to all transactions carried out using the Debit Card, even if the transactions are effected outside of Malaysia, as long as they are not inconsistent with these terms and conditions.

38.0 DISPUTES

- 38.1 You must resolve all complaints, claims and disputes against the Authorised Merchant or Authorised Cash Outlet directly, and not through us. You undertake not to involve us in any such claims, disputes, or legal proceedings.
- 38.2 Any claim or dispute which you may have against the Authorised Merchant or Authorised Cash Outlet will not relieve you of your obligation to pay to us the amounts incurred under these terms and conditions.
- 38.3 You must contact and update the Authorised Merchant directly on any cancellation of Debit Card in respect to any recurring billing or standing instruction agreed between the Authorised Merchant and you. You agree that any claim or dispute relating to the recurring billing or standing instruction appearing in your monthly Account statement must be forwarded directly to the Authorised Merchant, and we will not be responsible in any way for such matters.
- 38.4 We will not entertain any request from you to hold, stop or suspend any transaction billings, settlements or payments related to any complaints, claims or disputes by you against any Authorised Merchant or Authorised Cash Outlet.

39.0 CROSS DEFAULT

- 39.1 Irrespective of any other provisions in these terms and conditions, if you breach any terms and conditions in any other agreement with us for the use of any other debit card issued by us, or for any banking/credit facilities, we can in our absolute discretion without having to notify you, cancel the Debit Card, following which all monies owing to us by you will immediately become due and payable.

40.0 FURTHER DOCUMENTS

40.1 You undertake to sign such further documents as we may request from time to time, and you agree that, if we so decide at our absolute discretion, such further documents can be deemed to have retrospective effect.

41.0 CERTIFICATE OF INDEBTEDNESS

41.1 A certificate signed by any of our officers as the monies for the time being due and owing to us from you will be conclusive evidence against you for all purposes, including for the purpose of any legal proceedings.