

## **CARDMEMBER AGREEMENT**

In consideration of Affin Bank Berhad (25046-T) (hereinafter called 'the Bank') agreeing to make available to the Cardmember (Cardmember shall mean holders of the AFFINBANK Debit MasterCard) the facility offered by the Bank, the Cardmember irrevocably and unconditionally hereby agrees to the following terms and conditions.

### **1. DEFINITION**

In this Cardmember Agreement (hereinafter referred to as 'this Agreement'), the words and phrases referred to below are defined as follows:

- 1.1. "Card" shall mean the AFFINBANK Debit MasterCard issued by the Bank.
- 1.2. "Card Account" shall mean the AFFINBANK Savings or Current Account of the Cardmember maintained with the Bank for the purpose of this Agreement.
- 1.3. "Customer Relationship Centre" (CRCs) shall mean AFFINBANK branches.
- 1.4. "Authorised Merchant" shall mean any retail or other person, firm or corporation, which pursuant to a merchant agreement, agrees to accept or cause its outlets to accept the Card when properly presented.
- 1.5. "Cash Withdrawal" refers to cash withdrawals from the Card Account at CRCs of AFFINBANK or any designated bank's ATMs and participating MasterCard ATMs and member banks' ATMs.
- 1.6. "ATM" shall mean the Automatic Teller Machine.
- 1.7. "Transaction Receipts" shall mean the relevant slips, forms or papers supplied by the bank for the purpose of recording, confirming and evidencing purchases of goods and services incurred by the cardmember through the use of the card to be charged to the card account.
- 1.8. "Business Day" shall mean any day on which the Bank is open for business.
- 1.9. "Fees & Charges" means the fees charged referred to in Clause 8.
- 1.10. "PIN" shall mean the Personal Identification Number issued to the Cardmember to enable access to Card transactions through an ATM or Electronic Funds Transfer at a Point of Sales Transaction facility.
- 1.11. "Statement" shall mean the Savings or Current Account statement in the name of the cardmember which will be sent monthly to the cardmember.
- 1.12. "RSSB" shall mean Rangkaian Segar Sdn Bhd, the provider of the Touch 'n Go services.
- 1.13. "Auto Reload Value" means the fixed monetary of a RM100 reload which may be varied from time to time by RSSB and AFFINBANK.

- 1.14. "MasterCard International" shall mean MasterCard International Incorporated, a membership corporation formed under the laws of State of Delaware, United States of America, with its office and principal place of business at 888 Eleventh Avenue, New York 10106, United States of America.
- 1.15. Words importing the singular number include the plural number and vice versa.
- 1.16. Words importing the masculine gender include the feminine.

## 2. **ACCEPTANCE OF CARD**

- 2.1. The use of the Card is restricted to the person to whom the Card is issued (the "Cardmember") who shall sign the Card immediately upon receipt and return the acknowledgement of receipt of the Card to the Bank.
- 2.2. The Bank shall issue a PIN for the Card to the Cardmember for the purpose of effecting ATM transactions.
- 2.3. The Cardmember shall not disclose the PIN to any other person and shall be liable to the Bank for any debit entry in his Card Account with the Bank arising from any unauthorised transactions.
- 2.4. In the event that the Cardmember does not wish to be bound by these terms and conditions, the Cardmember shall immediately return the Card to the Bank, cut into half. No refund of the annual fee and service tax any part thereof will be made to the Cardmember.

## 3. **CARD FACILITY**

- 3.1. The Card is issued for use in connection with facilities made available by the Bank from time to time at its absolute discretion including but not limited to the following:-
  - a. The payment for any purchase of goods and/or services, which payment may be charged to the Cardmember's account.
  - b. Any ATM transaction effected through the Cardmember's other accounts.
  - c. Other facilities, subject to pre-arrangement with the Bank, if applicable.
  - d. The Cardmember may use the card for Touch 'n Go auto reload.

## 4. **USE OF CARD**

- 4.1. The Cardmember shall sign on a Transaction Receipt prepared by the Authorised Merchant to affect a purchase using the Card.
- 4.2. To effect a Cash Withdrawal through the ATM, the Cardmember shall use the PIN to gain access to his/her Card Account. Recorded documentation arising from the Cardmember's activation of PIN for the purpose of obtaining Cash

Withdrawals from an ATM shall be deemed by the Bank to be a properly incurred Card Transaction.

- 4.3. The amount of each withdrawal shall be limited to the available Card Account/Daily Spending Limit.

## 5. TELECOMMUNICATION INSTRUCTIONS

- 5.1. The Bank may at its discretion accept instructions from the Cardmember over the telephone to effect any transaction in relation to the Card, including but not limited to the transfer that shall include the withdrawal or deposit of funds.
- 5.2. The Bank shall verify the Cardmember's identity and security password through a security process established by the Bank (which may be changed from time to time).
- 5.3. The Cardmember shall keep the PIN and security password and shall not reveal the same to anyone.
- 5.4. The Bank shall be entitled but not be liable or responsible to the Cardmember for any loss or damage in following or omitting to follow such instructions.
- 5.5. The Cardmember shall acknowledge the following:
  - a. The Bank may record all telephone conversations between the Cardmember and the Bank's representatives for the purposes of monitoring and reviewing in order to prevent any confusion from arising;
  - b. The Bank should not be responsible for the telephone conversation being overheard by unauthorised third parties.
- 5.6. Authorisation and Indemnity for Telephone, Mobile Phone, Telex and Facsimile Instructions:
  - 5.6.1 The cardmember authorizes the Bank to rely upon and act in accordance with any notice, instruction demand or other communication that may be given by telephone, telex or facsimile transactions by the Cardmember or on his/her behalf ("Instruction") and the Bank shall be entitled to treat the instructions as fully authorised by the Cardmember and the Bank shall be entitled to take such steps in reliance upon the instruction as the Bank may consider appropriate.
  - 5.6.2 Mobile phone balance enquiry service:
    - a. The Cardmember authorises the Bank to send to his/her mobile phone as registered by the Cardmember in the debit card application (if applicable), through Short Message Service (SMS) relating to his/her Card Account with the Bank.
    - b. In consideration of the Bank acting in accordance with the terms of this authorisation, the Cardmember hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or

sustained by the Bank of whatever nature and howsoever arising out of or in connection with this authorization.

- c. The terms of this authorisation and indemnity shall remain in full force and effect unless and until the authorised officer of the Bank receives written notice of termination from the Cardmember.

## 6. **RESPONSIBILITY**

- 6.1. The Card shall remain the property of the Bank at all times and used by the Cardmember.
- 6.2. In the event of loss and/or theft of the Card and/or disclosure of the PIN to any unauthorised person, the Cardmember shall immediately notify the Bank by telephone, telegram, telex, facsimile or written notification accompanied with a police report.
- 6.3. The Cardmember shall be liable for all transactions incurred from unauthorised usage of the Card until a report of the loss or theft is received by the Bank.
- 6.4. The Cardmember shall inform the Bank if the Cardmember is aware of any unauthorized/suspicious transactions.
- 6.5. The Cardmember shall be liable for all transactions incurred from unauthorised usage of the Card where investigations made by the Bank or the police reveal that the Cardmember is a party in the procurement of any merchandise or services from the merchant or to the use of the Card by any unauthorised person. The Cardmember shall be liable for such unauthorised transactions whether before or after the Bank receives his written notification of the loss or theft.
- 6.6. The Cardmember shall be liable for all Cash Withdrawals transacted through the ATM.
- 6.7. The Bank may, at the request of the Cardmember but without being obligated under the law, replace the lost or stolen Card upon payment of the following replacement fees: RM15 for any reported loss or theft of the Card.
- 6.8. The Cardmember shall return the Card to the Bank cut into half immediately upon cancellation, revocation or suspension (demand by the Bank) or upon discovery of the Card after notification of its loss and shall not have any further right to use the Card.
- 6.9. Upon receipt of the Card, the Cardmember shall **immediately** sign on the Card and acknowledge it to the Bank.
- 6.10. The Bank's record of any transaction effected by the use of the Card shall be conclusive and binding against the Cardmember.
- 6.11. All disputed transactions will be investigated and the outcome will be

communicated to the Cardmember in due course. Request for immediate refund is, however, subject to the Bank's discretion.

- 6.12 The Cardmember shall be liable for all transactions charged to the Cardmember.
- 6.13 Unlawful Activities – Cardmember is not allowed to use his/her Card for any unlawful activities such as illegal online betting. AFFINBANK has the right to immediately terminate the Card facility if the Cardmember is found to have used the Card for unlawful activities.

## 7. **CARD ACCOUNT**

- 7.1. All payments for purchases of goods or services effected by the use of the Card, annual fees and other charges shall be debited to the Card Account and reflected in the monthly statement.
- 7.2. The records and entries of the Card Account appearing in the monthly statement shall be deemed to be correct and binding on the Cardmember unless written notice to the contrary is given to the Bank within 14 days from the Statement Date.
- 7.3. The Bank shall make any adjustment and rectification of the Cardmember's account (if any) upon receipt of the Cardmember's notification.
- 7.4 The earmarking of RM102 will take effect for the Touch 'n Go facility only in the opening of a Current or Savings Account or upon submission of an application for an AFFINBANK Debit MasterCard from an existing Current or Savings Account holder.
- 7.4.1 The earmarking will remain as long as the AFFINBANK Debit MasterCard is in use.
- 7.5 For pre-authorized transactions e.g. petrol and hotel accommodation, the amount authorised will be deducted from Cardmember's Current or Savings Account and adjusted subsequently upon settlement of the actual amount used.
- 7.6 In the event that there is insufficient available balance in the Account to pay for any Transaction or other amount payable from the Account, including any interest, fees, charges or other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Cardmember with the Bank, to the Account.
- 7.7 Notwithstanding anything herein to the contrary, in the event that there is insufficient available balance in the Card Account to pay for any transaction or any other amount payable from the Card Account including any interest fees, charges or other payments due to the Bank, due to any reason including any erroneous approval given or any mistake on the part of the bank such as wrongly debiting any amount to the Card Account or due to any other mistake

or error, the Cardmember agrees that the Bank has the absolute right to make the necessary adjustment or rectification and to debit the Card Account accordingly and the Cardmember hereby irrevocably and unconditionally agrees to pay any amount debited to the Card Account.

- 7.8 In the event of any mistake or error or for any other reason, an adjustment needs to be made to the Card Account to reflect the correct amount, the Bank shall be entitled to make any adjustment accordingly and the Cardmember hereby irrevocably and unconditionally agrees to pay any amount debited to the Card Account.

## **8. FEES & CHARGES**

- 8.1. The Cardmember hereby irrevocably and unconditionally agrees to pay and authorize the Bank to debit his/her Card Account with the following fees and charges:
- 8.1.1 Annual Fee – RM20.00
  - 8.1.2 Cash Withdrawal Fee – RM7.00
  - 8.1.3 Balance Enquiry Fee – RM1.00
- 8.2 Touch 'n Go Auto Reload Fee:
- 8.2.1. For each successful auto reload, an auto reload fee of RM2.00 together with an auto reload amount of RM100 will be charged by RSB and debited to the Cardmember's Current or Savings account.
  - 8.2.2 RSB reserves the right to vary such auto reload fee from time to time.
- 8.3 Card replacement fee of RM15 for each replacement card issued.
- 8.4 A service fee of RM10 in relation to any request for a duplicate copy of a Transaction Receipt. However, this charge shall be waived if it is subsequently determined that the error in processing arises from the Bank.
- 8.5 Any other reasonable fees and charges imposed by the Bank from time to time for services and facilities rendered to the Cardmember.
- 8.6 Service Charge, the rate to be determined by the Bank from time to time at its sole discretion for services rendered, costs and expenses incurred.
- 8.7 Legal fees (on Solicitor and Client basis) and other expenses incurred by the Bank in the enforcement of the Bank's right and entitlement and the recovery of monies owed by the Cardmember to the Bank under his/her Card account.
- 8.8 Notwithstanding the above provisions, the Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees, handling charges and additional charges from time to time with prior notice to the Cardmember.

## **9. AFFIN CASH BACK**

- 9.1. Cash Back on the transaction made will be reflected in your statement.
- 9.2. Applicable to any monthly spending.
- 9.3. Cash Back is applicable for retail purchases excluding petrol and government

related transactions.

- 9.4. Total Cash Back accumulated will be credited into Cardmember's account monthly on the next statement.

**10. ERRORS / DISCREPANCIES AND NOTIFICATION**

- 10.1. The Cardmember shall check the Card Account records carefully and promptly.
- 10.2. Cardmember's statement will not be sent if the account is dormant.
- 10.3. The Cardmember shall notify the Bank of any error in the Cardmember's statement of account or possible unauthorised transaction(s) in relation to the Card.
- 10.4. The Cardmember shall make such notification immediately upon receipt of the Bank's letter or card statement directly to:

AFFIN BANK BERHAD  
Card Business Department  
301 Block C, Level 3 Menara Glomac  
Kelana Business Centre 97 Jalan SS7/2  
47301 Kelana Jaya, Selangor  
Tel: 03-5522 3000 Fax: 03-7804 0750  
E-mail: [cardservices@affinbank.com.my](mailto:cardservices@affinbank.com.my)

Or, lodge a report by completing the customer complaint form at the nearest CRC.

**11. EXCLUSION OF LIABILITY**

- 11.1 The Bank shall not be liable for damage suffered or loss incurred due to the Cardmember's or his Supplementary Cardmember's negligence.
- 11.2 The Bank shall not be liable for any loss or damage caused to the Cardmember arising from the act or omission of any Authorised Merchant of MasterCard International.
- 11.3 The Cardmember may handle any claim or dispute directly with the Merchant or MasterCard International.

**12 RIGHTS OF PARTIES**

- 12.1 The Bank shall have the right:
- a) To restrict or limit the Cardmember's daily spending limit or refuse and otherwise withhold the Card Account (in its absolute discretion and without giving notice or reason).
  - b) To check the Card Account of an applicant for the Card and Cardmember at any time as and when the Bank deems fit without reference to him/her.

### **13 OVERSEAS TRANSACTIONS**

- 13.1. The Cardmember may use the Card outside Malaysia where there is a MasterCard International logo.
- 13.2. The Cardmember may use the Card for Cash Withdrawals through designated ATMs with the MasterCard Cirrus logo and shall ensure that all inter-country transactions by the Cardmember via ATMs shall not violate the laws existing in the country where the transaction is done.
- 13.3. Where the Cardmember uses the Card outside Malaysia, the transactions incurred will be converted to Ringgit Malaysia where the exchange rate may be determined by MasterCard International at the date it is processed by MasterCard.  
In addition, cardmember will also pay administration costs at such rates as shall be determined by the Bank for the conversion of the transactions made in foreign currencies.
- 13.4. Wherever applicable, the Cardmember shall comply with the Exchange Control Regulations issued by Bank Negara Malaysia in respect of any overseas transactions.
- 13.5. The Cardmember shall be responsible for any violation or non-compliance of such regulations and any amendment thereto.

### **14. TERMINATION**

- 14.1. The Bank may terminate the Agreement comprised in these terms and conditions by notifying in writing to that effect at any time. The Cardmember may terminate the Agreement comprised in these terms and conditions by notifying the Bank in writing, cutting the card in half through the magnetic strip and chip and returning the Card to the Bank. Such termination shall be effective, subject to the provision of the following paragraph of these clauses, upon receipt by the other party of such notice:
  - a. The Cardmember fails to perform and/or observe any of the Terms and Conditions herein; or
  - b. The Bank suspends, terminates or withdraws the Cardmember's right to use the Card; or
  - c. The Cardmember dies or becomes insolvent, commits an act of bankruptcy, or in the case of the Cardmember being a company, a petition is presented for its winding up or a resolution is passed for its voluntary winding up; or
  - d. The Cardmember fails to pay any other indebtedness owed to the Bank when due; or
  - e. If in the opinion of the Bank, the Cardmember's line of credit with the Bank (including any other account the Cardmember may have with the Bank or any other institution) is or has not been operated satisfactorily and/or if the Cardmember commits or threatens to commit a default of any provision of any agreement, or security relating to other accounts or loan facilities granted by the Bank or any other institution to the Cardmember or other party in which the Cardmember is a guarantor, or chargor or assignor; or

- f. Any order for execution, writ of attachment, garnishment or any other legal proceeding is issued against the Cardmember; or
- g. An event has occurred or a situation exists which could or might in the sole and absolute opinion of the Bank:
  - i. Prejudice the ability of the Cardmember to perform his obligations herein; or
  - ii. Prejudice the repayment of any amount due to the Bank.
- h. Cardmember cancels the Card.

14.2 The Agreement comprised in these terms and conditions shall be deemed to remain in full force and effect if and when in so far as any transaction is completed but not debited to the account prior to termination thereof.

14.3 Termination of the Agreement comprised in these terms and conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

14.4 The Bank's rights and remedies against the Cardmember shall survive such termination.

14.5 Upon termination, the Bank shall be entitled to take legal action against the Cardmember to recover any amount owing by the Cardmember under this Agreement, including any interest, fees, charges or other payments due to the Bank and the Cardmember shall be liable to pay for the costs incurred by the bank (including legal fees on solicitor and client basis)

14.6 The parties hereto agree that service of any legal process, including summons, shall be served to the other party by hand or sent by prepaid post to the other party's address as stated in the Bank's card application form or to such other address notified by the Cardmember to the Bank from time to time and such service shall be deemed to have been duly received by the Cardmember three (3) days after posting.

14.7 Upon termination, the Bank may also cancel the Card Account if it deems necessary to do so and such discretion shall not be challenged by the Cardmember.

## 15. **MISCELLANEOUS**

### 15.1 **LAW**

This Agreement shall be governed by and construed in accordance with the Laws of Malaysia. The Cardmember hereby agrees to submit to the jurisdiction of the Courts of Laws in Malaysia. The Cardmember hereby agrees that service of any process may be effected by posting the same to the Cardmember in the manner set out in clause 15.8.

### 15.2 **WAIVER**

Time shall be the essence of this Agreement but no failure to exercise and no delay in exercising on the part of the Bank of any right, power, privilege or remedy shall operate as a waiver thereof, nor shall any single or partial

exercise of any right, power, 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 right or remedy provided by law.

15.3. PRESERVATION OF RIGHT AND ENTITLEMENT

Notwithstanding anything in this Agreement, the Bank's rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, revocation and suspension of the Card by the Bank.

15.4. VARIATION OF AGREEMENT

The Cardmember agrees that the Bank may from time to time, by giving prior written notice to the Cardmember, vary, add to or amend the terms and conditions herein set out. In the event the Cardmember is not agreeable to such variation, addition and/or amendment, the Cardmember surrenders the Card and return the same to the Bank cut in half. Otherwise, the Cardmember shall be deemed to have accepted such variation, addition and/or amendment.

15.5. DISCLOSURE

The Cardmember hereby authorises the Bank to disclose or reveal any information relating to the Cardmember's account, Cardmember, the facilities whatsoever if the Bank shall deem fit or consider necessary:

- a. To any merchant, any bank or financial institution, MasterCard International and any member institution of MasterCard International or any interested party to facilitate the use of the Card.
- b. To any authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over the Bank.
- c. For or in connection with any action or proceeding taken for the purpose of recovery of monies due and payable by the Cardmember to the Bank.

15.6. NOTICE AND COMMUNICATION TO THE BANK

- a. The Cardmember hereby undertakes to inform the Bank promptly in writing of any changes of the Cardmember's, Cardmember's personal details, residential address, telephone numbers and/or employment and business.
- b. Any statement of account correspondence or notice to the Cardmember may be delivered by hand or sent by prepaid post to the Cardmember's address stated in the Bank's Card application form or to such other addresses notified by the Cardmember to the Bank from time to time and shall be deemed to have been duly received by the Cardmember within 7 working days of posting. Any failure on the part of the Cardmember to notify any change of his address resulting delay or return of any monthly statement, correspondence and notice shall not prejudice the Bank's rights and entitlement under this Agreement.

15.7. FURTHER DOCUMENTS

The Cardmember undertakes to sign such further documents as may be requested by the Bank from time to time and the Cardmember hereby expressly covenants and agrees that at the election of the Bank such further documents may be deemed to take effect retrospectively.

15.8 SERVICE OF NOTICE

“The parties hereby agree that the service of any arising out of the same by post to the Cardmember’s last known address stated in the Bank’s application form or to such other address notified by the Cardmember to the Bank from time to time shall be deemed to have been served at the time of posting of the Notice.

15.9. CERTIFICATE OF INDEBTEDNESS

A Certificate of Indebtedness issued by the Bank shall be final and conclusive evidence in the Court of Law of the Bank’s Cardmember’s total outstanding sum due and payable by the Cardmember to the Bank.

15.10 INDEMNITY

The Cardmember hereby agrees to indemnify and keep the Bank fully indemnified against all damages, costs (including but not limited to solicitor client costs on a full indemnity basis), fees, expenses, losses of whatsoever nature and description and howsoever arising from the use of the Card and or in respect of the breach of failure of the Cardmember to comply with any of the terms and conditions herein.

15.11. SEVERABILITY

The invalidity or unenforceability of any of the provisions herein shall not substantially nullify the underlying intent of this Agreement and the invalid or unenforceable provisions shall be severable and the invalidity or unenforceability of any terms or provisions of this Agreement shall not affect the validity or enforceability of the other terms or provisions herein contained which terms or provisions shall remain in full force and effect.

15.12. OTHER TERMS AND CONDITIONS

The terms and conditions herein stated shall be in addition to and not in derogation of any specific agreement or arrangement with regard to each of the facility under the Card facilities now or hereafter from time to time subsisting between the Bank and the Cardmember or any terms and conditions that may be specified in any letter of offer given by the Bank to the Cardmember from time to time.

In line with the Bank’s commitment to upgrade Cardmember services and benefits, the Bank shall have the right to review and revise the features and benefits listed in this Agreement from time to time.

*Note: In the event of any conflict or discrepancy between the English text of the Terms and Conditions and any translation thereof, the English text shall prevail.*

- AFFIN BANK BERHAD CARD BUSINESS DEPARTMENT-

-----  
For further details, please call our Customer Service at: 03-5522 3000

Email: [cardservices@affinbank.com.my](mailto:cardservices@affinbank.com.my)

---

All contents © 2006 Affin Bank Berhad