

## BUSINESS CARD AGREEMENT

By submitting the application for the opening of the Card Account, the Corporation agrees to be bound by the terms and conditions contained in this Business Card Agreement (“this Agreement” which includes any amendments or supplements to it) which governs the operation of the Card Account and the use of the Card(s) issued to the Corporation’s nominees under the Card Account (“Card Facility”). The Corporation confirms that it has read and understood this Agreement and undertakes to ensure that their Nominee Cardholders read, understand and agree to comply with the terms of this Agreement. You are reminded to always seek and obtain you own independent legal advice. In the event the Corporation or its nominees do not understand and of the terms and conditions herein, kindly seek clarifications from the Bank’s authorised representative.

### Agreeing to the terms of this Agreement

AmBank (M) Berhad (“the Bank”) is the credit provider for the credit card Card Account. The Corporation is deemed to have accepted the Bank’s offer to provide credit on the terms and conditions contained in this Agreement upon the opening of the Card Account.

### Definitions

“3D Secure Services”	online authentication services catered for Mastercard®, UnionPay and/or Visa to facilitate secure online transactions at participating 3D secure online merchants displaying the “Mastercard SecureCode” logo, and/or “VERIFIED by Visa (VbV)” logo.
“AmBank Contact Centre”	AmBank’s Customer Service call centre, contactable through the contact modes at the end of this Agreement.
“AmBank Group”	AMMB Holdings Berhad (Company Registration No. 199101012723) and its group of companies and includes all direct and indirect subsidiaries and associate corporations of the Bank’s holding company.
“ATM”	Automated Teller Machine of the Bank or any subsidiary of AmBank Group or Mastercard/Visa Member Banks.
“Business Day”	a day on which banks are open for business excluding public holiday.
“Cancellation Bulletin”	a list of cancelled Cards and Card Account numbers that have been invalidated by the Bank or Mastercard/Visa Member Banks.
“Card”	The AmBank Business Credit Card issued by the Bank at any time to the Nominee Cardholder under this Agreement.
“Card Account”	the business card account maintained by the Corporation with the Bank where the Corporation is given a credit line for use by the Corporation’s Nominee Cardholder via the Card and is subject to Credit Limit.
“Card Details”	Refers to any information relating to a Card, including the Card number, which may be required to make a Transaction.
“Card Number”	the 16-digit number embossed on the Card. This number may vary due to reasons such as (but not limited to) card replacements, card product changes and system requirements.
“Cash Advance”	a withdrawal of cash that can be made from the Card Account either through an ATM or over the counter at the designated branches of the Bank (or subsidiary of the AmBank Group) or participating branches Mastercard/Visa Member Banks.
“Credit Limit”	the prescribed spending limit set by the Bank in respect of the Corporation’s Card Account and may include sub-limits set in respect of individual Cards
“Corporation”	the business entity applying for the Business Card Facility and shall include their respective successors-in-title and permitted assigns as the context may require.
“e-Statement”	the monthly statement of account issued by the Bank in respect of

	Transactions and other fees and charges incurred by the Corporation and/or Nominee Cardholder through the use of the Card.
"e-Statement Date"	the date on which the Bank issues the e-Statement.
"Interest Free Period"	the period in a month where no interest will be charged on retail Transactions (other than Cash Advances and betting or gaming transactions) for twenty eight (28) calendar days from the posting date of all retail transactions paid with the Card, provided that the Corporation's previous month's outstanding balance has been settled in full.
"Mastercard"	Mastercard International Incorporated, a company incorporated in the state of Delaware, with its principal at 2000 Purchase Street, Purchase, NY 10577-2509, United States of America (and includes its successors-in-title and assigns) of which the Bank is a principal member.
"Mastercard Member Banks"	the financial institutions which are members of Mastercard.
"Merchant"	a business establishment or a retailer who has agreed to allow the purchase of its goods and services to be charged to the Card.
"Minimum Payment Due"	the minimum amount of payment due indicated monthly in the e-Statement which is required to be paid by the Corporation by the Payment Due Date, which is: <ul style="list-style-type: none"> <li>i) 5% of total *outstanding balance (if any);</li> <li style="padding-left: 20px;">*outstanding balance refers to retail transactions (if any) + Cash Advance (if any) + finance charges and fees (if any)</li> <li>ii) 100% Card Service Tax and Tax (if any);</li> <li>iii) 100% Monthly Instalments (if any);</li> <li>iv) 100% past due amount (if any).</li> <li>v) 100% of any overlimit amount (refers to amount which exceeds the prescribed Credit Limit or the assigned Credit Limit)</li> </ul> <b>OR</b> minimum of RMSO, whichever is higher.
"Nominee Cardholder"	the nominee(s) who is (are) individual(s) nominated and authorized by the Corporation to possess and use the Card upon the terms and conditions of the Agreement.
"Partners"	a business establishment or company who partners with the Bank to offer or provide programs for the Corporation and/or Nominee Cardholder.
"Payment Due Date"	the date on which the Corporation is to pay the total amount owing or the Minimum Payment Due, which is twenty eight (28) calendar days from the e-Statement Date. The Payment Due Date may be varied at any time by the Bank by giving prior notice of at least twenty-one (21) calendar days and any variation shall be effective on the date as determined by the Bank.
"PIN"	Personal Identification Number of at least 6 digits in length, issued to the Nominee Cardholder in relation to the use of the Card.
"Posting Date"	the date on which the transactions are posted to the Corporation's Card Account.
"Transaction"	any payment made or Cash Advances obtained by or through the use of the Card or the Card Account.
"Visa"	Visa International Service Association of P.O. Box 8999, San Francisco, CA 94128-8999, United States of America (and includes its successors-in-title and assigns) of which the Bank is a principal member.
"Visa Member Banks"	the financial institutions which are members of Visa.

Words implying singular number imply plural number and vice versa.

Words implying a person also imply a partnership, firm or corporation.

The heading to the terms and conditions hereof shall not be deemed to be a part thereof or to be taken into consideration in the interpretation or constructing thereof of these terms and conditions.

For the purpose of calculating any period of time or where an act is required to be done within a certain period of time from a specified date, the period is inclusive of and time begins to run from the date so specified.

## 1. Credit Limit

### 1.1 Credit Limit under Card Account

- (a) Upon approval of the Card Facility, the Bank shall assign and notify the Corporation of the Credit Limit made available to the Corporation under the Card Account. The Bank may also at the request of the Corporation, assign a credit limit for each Card which has been issued to the Nominee Cardholder(s). The total credit limit for all the Cards issued shall not exceed the Corporation's Credit Limit under Card Account.

- (b) The Corporation may apply to the Bank to increase or reduce or vary the Credit Limit under the Card Account or in respect of each of the Cards issued at any time and from time to time by submitting a written request issued by the authorized signatory of the Corporation.
- (c) The Bank is under no obligation to increase the Credit Limit granted to the Corporation under the Card Account and any increase shall be subject to the Bank's independent credit assessment and evaluation.
- (d) The Bank may revise the Credit Limit of the Card Account and/or the Credit Limit in respect of each of the Cards at the Bank's discretion and notify the Corporation and/or the Nominee Cardholder of the revision through any means of communication.
- (e) Nothing herein shall limit the Corporation's liability, and the Corporation shall be and shall remain liable for all transactions effected through the use of the Card notwithstanding the aggregate outstanding balance of Cards issued under the Card Account has exceeded the Credit Limit, except for transactions incurred from unauthorized usage of the Card, where the Corporation's liability from unauthorized usage is as set out in **Clause 7.3(d)** and provided also that the Corporation and/or the Nominee Cardholders have not participated in any fraudulent act or misused the Card.

## 2. Usage of the Card Account and the Card

### 2.1 How the Card Account and the Card are to be used

- (a) The Card is the property of the Bank and must be returned to the Bank upon the Bank's request.
- (b) The Corporation agrees to cause the Nominee Cardholder and the Nominee Cardholder undertakes to immediately sign on the back of the Card upon receipt of the Card.
- (c) The Nominee Cardholder must not use the Card and/or the Corporation must not use the Card Account or allow the Card to be used for any illegal or fraudulent purpose nor allow anyone else to do so. If the Nominee Cardholder and/or the Corporation do, the Corporation will be responsible for such use and may be required to reimburse the Bank and/or Mastercard and/or Visa Business Card, for all losses and/or damages which the Bank and/or Mastercard and/or Visa Business Card incur as a result of such illegal and/or fraudulent use.
- (d) Notwithstanding (c) above, the Corporation shall continue to be fully liable to pay the Bank the amount due in respect of the affected Transactions, if any, and paragraph (c) above shall not be used by the Corporation as a defence to refuse payment to the Bank.
- (e) The Card can only be used by the Nominee Cardholder.
- (f) The Nominee Cardholder will be issued with a temporary PIN via any mode arranged by the Bank directly with the Nominee Cardholder for the purpose of effecting Transactions with the Card at any electronic reader/terminal, ATM or any facility which requires the use of a PIN. The Nominee Cardholder is to change the PIN at any of the Bank's ATMs before the first Transaction requiring the use of PIN.
- (g) The Nominee Cardholder shall and the Corporation agrees to cause the Nominee Cardholder to adhere and be bound by all instructions contained in the PIN advice notification/mailler that comes along with the PIN, subsequent to the mandatory change of PIN as provided in (f) above, the Nominee Cardholder shall have the option to change or select a PIN at any time via the Bank's ATM or any designated mode as advised by the Bank from time to time.
- (h) If prompted for PIN entry when using the Card for a purchase, the Nominee Cardholder shall input the PIN, failing which the Transaction may be declined. If a PIN is not prompted during a purchase with the Card at any attended reader/terminal, and the transaction is approved or completed, the Nominee Cardholder's signature is required by the Merchant attending the reader/terminal.
- (i) The Nominee Cardholder may contact the Bank to obtain or select a new PIN if the Nominee Cardholder forgets the PIN or if the Nominee Cardholder entered the wrong PIN resulting in the PIN being blocked.
- (j) The Corporation shall be liable for all transactions, charges, fees, commission, interest, late payment charges and other costs and incidental expenses effected by the use of all the Cards and debited to the Card Account regardless of whether the transactions are authorized by the Nominee Cardholders and/or the Corporation.

### 2.2 Acceptance of the Card

- (a) The Card may be honored by financial institutions and the Merchants displaying the appropriate Mastercard and/or Visa symbol and accepted at the designated ATMs and business outlets as a mode of payment.
- (b) The Bank shall not be responsible to the Corporation or the Nominee Cardholder and no liability shall accrue to the Bank:

- i. if any Merchant varies the price for same goods and services purchased with the Card;
- ii. if any financial institution or Merchant displaying a credit card symbol refuses to accept or honor the Card; and
- iii. with regard to any disputes between the Corporation and/or the Nominee Cardholder and the Merchant for any goods and/or services purchased with the Card.

For the avoidance of doubt, any claims and/or disputes the Nominee Cardholder and/or the Corporation may have against any financial institutions or Merchants shall not relieve the Corporation of its obligation to make payment of any amount due (other than the disputed amount pending investigation results of the dispute). The Corporation may be obligated to make payments according to the results of the investigation. Further, the Nominee Cardholder and/or the Corporation shall undertake not to involve the Bank in any such claim and/or disputes or legal proceedings against the said financial institutions and/or Merchants.

- (c) Any complaints about goods and/or services purchased with the Card must be resolved by the Nominee Cardholder and/or the Corporation directly with the Merchant concerned.
- (d) In addition to the terms of this Agreement, the use of the Card for ATM transactions is subject to the terms and conditions governing ATM transactions of the Bank and/or participating Mastercard/Visa member financial institutions.

### 2.3 Using the Card outside Malaysia

- (a) The Corporation and each Nominee Cardholder are encouraged to inform the Bank of any Nominee Cardholder's intention to go abroad to avoid interruption to the Nominee Cardholder's Card usage.
- (b) In addition to the terms of this Agreement and the relevant Malaysian laws and regulations, all Transactions, including cash advances, will be subject to the local laws of the relevant foreign country which must be complied with.
- (c) All charges, purchases and cash advances will be converted from the currency in which the transaction was processed by Mastercard/Visa at such exchange rate as determined by Mastercard/Visa before the Card Account is debited in Ringgit Malaysia. The exchange rate may differ from the published daily rate due to market fluctuation.
- (d) In the event the PIN is not supported or executable for any overseas Transaction, the Nominee Cardholder's signature is required by the Merchant at the attended reader/terminal.

### 2.4 Card validity and expiry

- (a) The Card can only be used until the "valid thru" date shown on the Card. The relevant Nominee Cardholder shall, and the Corporation shall ensure that the relevant Nominee Cardholder destroys the Card or renders the same unusable, by cutting it in half across the chip as soon as the relevant Nominee Cardholder's Card expires.

### 2.5 Card Renewal

- (a) Subject to **Clause 8**, the Corporation hereby authorizes the Bank to renew the validity period of a Card on the Corporation's and Nominee Cardholder's behalf upon its expiry for the purposes of continuity. Renewal of the Card shall be indicated by a new "valid thru" date on the Card.
- (b) Any Card may be renewed by the Bank upon replacement of the Card due to loss, theft, damage or other reasons or upon re-issuance of a new Card.
- (c) The Bank shall be entitled at its discretion to replace or re-issue a Card at any time. Any replacement or re-issuance of Card may be subject to any other changes imposed by the Bank on the Card or under this Agreement other than renewal, including and not limited to change of design, enhancement and/or upgrading or downgrading of the Card. The Bank may suspend the use of a Card with notice in the event such Card is to be replaced due to loss, theft, damage or other reasons.
- (d) Any replacement or re-issuance of Card may involve retrieval or retention of the original Card by the Bank through any reasonable means (unless it is unrecoverable due to loss or theft). Any replacement or re-issuance of any or all of the Card shall not be considered as termination of this Agreement or closing of the Card Account.

## 3. Transactions made through the Card

### 3.1 Transactions on the Card Account

- (a) The Corporation agrees that the Bank may debit the Card Account for all Transactions made or authorized by the Nominee Cardholder in respect of their Cards in any of the following manner:

- i. when the Card is used with or without the PIN in conjunction with any electronic equipment;
  - ii. when the Card is presented to a Merchant to be swiped or inserted at a reader/terminal or, for Card with a "PayPass", "QuickPass" or "payWave" feature, by tapping or waving the Card at a contactless reader/terminal ("Contactless Transaction Processing");
  - iii. when details of the Card Account or Card are provided to a Merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to the Bank, for example over the phone or online; or
  - iv. when funds are transferred electronically using the Bank's internet banking or phone banking or mobile banking.
- (b) For item (ii), a Contactless Transaction Processing allows for a transaction to be processed without requiring the Card to be swiped at a magnetic stripe reader or chip reader. Subject to a purchase transaction of up to Ringgit Malaysia Two Hundred and Fifty (RM250) or any threshold amount allowable or as maybe set by Mastercard/Visa from time to time for local or overseas transaction, any purchase made via a Contactless Transaction Processing may not require the Nominee Cardholder's PIN and/or signature to authorize the transaction. For avoidance of doubt, the Corporation understands and acknowledges the ease of using a Card for a purchase that involves Contactless Transaction Processing and accept the risks associated with it. Notwithstanding paragraph (a) above, the Corporation shall undertake to be liable for all transactions involving Contactless Transaction Processing regardless of whether or not a transaction was authorized by the Nominee Cardholder or the Corporation.

### 3.2 Cash Advance

- (a) Where a Transaction authorized by the Nominee Cardholder is for Cash Advance, the Nominee Cardholder may also be subjected to:
- i. Cash Advance fee under **Clause 5**.
  - ii. Credit Limit and/or Cash Advance limit set by the Bank and/or daily withdrawal limit of ATMs or over-the-counter set the Bank or Mastercard/Visa Member Banks, as the case may be. Where applicable, Cash Advance may be made available to the Nominee Cardholder in Malaysia or such other countries (as shall be approved from time to time). The Corporation hereby agrees to Cash Advance facility being made available to the Nominee Cardholder.
- (b) The Bank reserves the right to determine the total amount of cash that can be withdrawn under Cash Advance (the amount of which may be lower than the Credit Limit) or change the Cash Advance limit set by it, from time to time at its discretion.

### 3.3 Recurring transactions and other standing instructions

- (a) Subject to **Clause 3.1**, for any transactions authorized by the Nominee Cardholder and/or the Corporation under recurring payment or standing instruction (scheduled or otherwise) through any billing channel subscription or payment arrangement between the Nominee Cardholder and/or the Corporation and Merchant, the Bank shall debit the Card Account accordingly and shall continue to do so as long as the recurring payment or standing instruction is made.
- (b) The Bank shall continue to debit the Card Account under recurring payment or standing instruction pursuant to paragraph (a) above even when the number or expiry date of the Card is changed due to the Card being replaced or re-issued (whether due to renewal, upgrading and/or downgrading of the Card and/or any reason whatsoever).
- (c) The Corporation further agrees that any replacement or re-issuance of the Card shall not be deemed as a cancellation of recurring payment or standing instruction and/or termination of the Corporation's billing channel subscription or payment arrangement with the Merchant until such cancellation and/or termination is directly made by the Corporation with the Merchant accordingly.
- (d) Notwithstanding the Bank's right in paragraph (b) above, the Corporation shall be responsible to update the Card details under the Corporation's billing channel subscription or payment arrangement with any Merchant in the event of any replacement or re-issuance of the Card and/or any applicable changes to the Card.

### 3.4 Online transactions

- (a) The Nominee Cardholder is required to key in a Transaction Authentication Code ("TAC") to make online transactions at participating 3D secure merchants.
- (b) The TAC issued is strictly confidential and the Nominee Cardholder shall not disclose the TAC to any person under any circumstances or by any other means whatsoever. The Corporation is fully liable for all online transactions effected by the use of the TAC.
- (c) The TAC will be sent via Short Messaging Service ("SMS") to the Nominee Cardholder's mobile

phone number registered with the Bank. The Nominee Cardholder will only receive TAC via SMS when outside of Malaysia if the Nominee Cardholder's mobile phone is on roaming mode and the costs charged by the telco(s) shall be borne by the Nominee Cardholder.

- (d) In the event the Nominee Cardholder does not receive the TAC due to the invalidity, inaccessibility or system failure of the registered mobile phone (including but not limited to the Bank's or third-party system, any electronic, mechanical, system failure or corruption, computer viruses, bugs or related problems, operating system malfunction, telecommunication network or internet failure, power breakdown or UPS or other delivery breakdown) the Nominee Cardholder should call the Customer Service Officer at the number set out in **Clause 9.2(f)** below for assistance. To the extent permitted by law and the Bank not being in breach of this Agreement or is negligent, the Bank will not be liable to the Nominee Cardholder and/or the Corporation if the Nominee Cardholder is unable to make the intended online purchase at the participating 3D secure online merchants due to the non-receipt of the TAC caused by the unforeseeable and unavoidable circumstances herein mentioned.
- (e) In the event that the Nominee Cardholder and/or the Corporation requires or utilizes any services and/or software support provided by any third parties to access and operate the 3D Secure Services, to the extent permitted by law and the Bank not being in breach of this Agreement or is negligent, the Bank does not warrant the security and confidentiality of information transmitted through the internet service provider, network provider or communication network provider or any equivalent system in any jurisdiction.
- (f) The Nominee Cardholder and/or the Corporation are solely responsible for the Nominee Cardholder and/or Corporation's computer, system, or any device from which the online transactions are performed and the Nominee Cardholder and/or Corporation must comply with any of the Bank's requirements imposed from time to time in respect of the same.

#### 4. E-Statement and how to make payment

##### 4.1 Using the e-Statement

- (a) The Corporation shall receive the summary statement of all the Nominee Cardholder and the Nominee Cardholder shall receive his/her individual card statement in the form of the Bank's electronic statement ("e-Statement") and the summary and individual e-Statement will be sent to the Corporation's and Nominee Cardholder's last email address registered with the Bank within four (4) Business Days from the e-Statement Date and shall be deemed to have been received by the Corporation and Nominee Cardholder. Upon receipt of the respective summary and e-Statement by the Corporation and Nominee Cardholder, the Corporation and Nominee Cardholder are deemed to have examined all entries in the statement.
- (b) Notwithstanding paragraph (a) above, the Bank may exercise its discretion not to send out any e-Statement if:
  - i. there is no outstanding amount payable to the Bank and/or there are no transactions in that particular month;
  - ii. in the event of non-receipt of payment to the Card Account that leads to Card cancellation.
- (c) The Corporation must report in writing to the Bank of any error in the e-Statement within fourteen (14) calendar days from the date of receipt or deemed receipt of the e-Statement. If the Bank does not receive a written notification from the Corporation within the aforesaid fourteen (14) calendar days of any error in the e-Statement, then the Corporation shall be deemed to have accepted the entries in the statement made up to the date of the last entry in the statement as correct and as final and conclusive evidence of the facts contained in the statement.
- (d) The e-Statement will be considered conclusive and binding as against the Corporation's legal representatives/successors and the Corporation shall therefore be precluded from making any claim against the Bank by alleging that the e-Statement contains any error. For the avoidance of doubt, proof of sending of a written notification to the Bank is not proof of receipt by the Bank of your written notification if the Bank has not actually received the Corporation's written notification.

##### 4.2 Making payment

- (a) Upon receipt of the e-Statement, the Corporation is to pay the outstanding balance or the Minimum Payment Due to the Card Account on or before the Payment Due Date as stated in the e-Statement.
- (b) If the Corporation fails to make payment in accordance with **Clause 4.2 (a)** above, the Bank is entitled to charge the Corporation and the Corporation shall be liable to pay the relevant charges as prescribed under **Clause 5** of this Agreement.

- (c) If the Corporation has more than one Card issued on the Card Account, the Corporation is required to make payment to each respective Card. Late payment charges will be levied on the respective Card with any unpaid outstanding amount.
- (d) All payments to the Card Account shall and must be made in Ringgit Malaysia (RM). Any payment by or from the Corporation shall not be considered to have been made until all the relevant payments have been received for value by the Bank. For any payment made through outstation cheques, the payment shall include the relevant bank commission (where applicable). The Bank is entitled to debit the Card Account for the commission amount should the Corporation fails to include it in the payment.
- (e) Payments made by the Corporation to the Card Account will be used to pay off outstanding amounts that attract the highest finance charges rate first.
- (f) If the Corporation has fully settled the preceding month's outstanding balance before or on its relevant Payment Due Date (as evidenced by the current month's e-Statement), the Corporation will enjoy the benefit of the Interest Free Period in the current month for new retail transaction posted to the current month's e-Statement. If the Corporation opts to pay a partial amount of the outstanding balance or the amount of the Minimum Payment Due from the previous e-Statement, interest on retail transaction in the current month will be calculated from the day the transaction is posted to the Card Account.
- (g) If the Corporation pays the Bank an amount exceeding the total outstanding balance ("Prepayment"), the Bank shall be entitled to verify the source of the funds of the Prepayment to its satisfaction before applying the Prepayment towards new retail transaction effected by the use of the Card. The Bank may, pending verification of the source of the funds, suspend the use of the Card as provided under **Clause 8** and/or decline any transaction attempted through the Card after the Prepayment.
- (h) Any claims, errors or inaccuracies, if proven or confirmed, shall be adjusted and reflected in the following or subsequent e-Statement accordingly.

## 5. Fees and Charges

### 5.1 Payment of fees and charges

- (a) The Bank shall debit the Card Account for such following fees and charges (as applicable):
  - i. **Annual fee.** This is a yearly fee for the Card(s) issued or renewed, and may be varied by the Bank from time to time.
  - ii. **Credit Card service tax.** This is a charge for service tax (or other applicable taxes) imposed by any relevant authority.
  - iii. **Interest charge.** This is a finance charge on the balance outstanding in the Card Account. The charge is based at the prescribed rate calculated on a daily rest basis in accordance to the Corporation's payment record under 3 scenarios ("Tiered Finance Charge") as set out in the Schedule of Fees & Charges in **Appendix 1**. The Tiered Finance Charge does not apply to Cash Advance.
  - iv. **Late payment charge.** This is a charge for late payment on the unpaid outstanding balance due. This fee shall be charged at a rate or a minimum sum prescribed by the Bank (whichever is higher) up to a maximum sum set by the Bank and it shall be imposed after Payment Due Date.  
In the event of cancellation of the Card, a late payment charge will continue to be charged as long as there is an unpaid outstanding balance due. In such event, the maximum chargeable late payment rate prior to the cancellation shall not be applicable.
  - v. **Cash Advance fee.** This is a fee for Cash Advance pursuant to **Clause 3.2**. This fee shall be charged on any cash amount withdrawn at the rate or minimum sum prescribed by the Bank (whichever is higher), and shall be debited from the Card Account at the posting date of the Cash Advance.  
**Cash Advance finance charge.** In addition to the Cash Advance fee, a monthly finance charge at the Bank's prescribed rate calculated on a daily rest basis shall be imposed on the Cash Advance Amount from the date the Cash Advance is made until full payment is received and credited into the Card Account. Cash or gambling chips obtained from casinos or any other forms of gambling transaction and dealing using the Card shall be treated as Cash Advance and shall be subject to the Cash Advance fee and Cash Advance finance charge.
  - vi. **Sales Draft retrieval fee.** This is a service fee for any request of a copy of the sales draft of any particular Transaction made on a Card.
  - vii. **Card replacement fee.** This is a service fee for any replacement of Card issued under the Card Account upon application by the Corporation and/or the Nominee Cardholder due to

loss, damage or any other reasons for replacement.

viii. **Optional feature fee (if applicable).** This is a fee arising out of any features that are optionally provided under the Card pursuant to **Clause 6 (b)**. This fee shall be charged on the Card Account based on the particular feature enrolled by the Corporation. The fee charged will vary according to the type of the feature, and shall be charged annually and debited into the Card Account upon enrollment.

ix. **Legal fees, costs and/or related legal expenses.** These are charges imposed by the Bank for expenses that may be incurred by the Bank in the event the Bank enforces its rights under this Agreement to recover all or any part of monies owed by the Corporation to the Bank in the Card Account.

(b) In the event of the cancellation of the Card or termination of this Agreement whether by the Bank or the Corporation, no refund of the annual fee, service tax or any other fees or charges imposed (or any part of them) shall be made by the Bank to the Corporation.

#### 5.2 Variation of fees and charges

(a) The quantum of the fees, rates, taxes or charges mentioned above are set out in the Schedule of Fees & Charges in **Appendix 1** to this Agreement.

(b) The above fees, rates, taxes or charges may be varied and imposed at any time and/or from time to time by the Bank with prior notice of at least twenty-one (21) calendar days. The Corporation is responsible for checking the latest fees, rates, taxes and charges which is published on the official website of the Bank or via the Bank Card Centre.

### 6. Card Benefits and Privileges

(a) The Card may provide for programs covering rewards, deals and promotions, which will involve the Bank's Merchants and Partners. For Cards with reward programs, the terms and conditions of the programs are set out in the **Appendix 2** to this Agreement.

(b) For a selected or specialized Card, the Card may include optional features which the Corporation may enroll for all or any of the features provided, subject to the applicable Optional feature fee pursuant to **Clause 5**. The Corporation shall be bound by the additional terms and conditions of each such optional feature as detailed in a separate addendum or supplemental document for the selected or specialized Cards, which is also made available at [www.ambank.com.my](http://www.ambank.com.my).

### 7. Card & PIN Security and Lost/Stolen Card

#### 7.1 Information provided and updated by Corporation

(a) For the purposes of the Bank maintaining and facilitating the Card Account, the Card usage and the delivery of PIN and e-Statement, the Corporation shall ensure that all information provided by the Corporation to the Bank (including information on the Nominee Cardholders nominated by the Corporation) is accurate, up-to-date and conducted in a safe and secure manner.

(b) The Corporation shall update and cause the Nominee Cardholder to update the Nominee Cardholder's information and particulars at the Bank's request for the Bank's record, verification and security purposes from time to time.

(c) The Corporation shall notify the Bank in writing or contact the Bank's Contact Centre of any changes in the Corporation's business address or relevant corporate information or the Nominee Cardholder(s)' residential address or telephone number(s) or change of employment or business and the Bank shall affect the change within thirty (30) calendar days of such notification.

#### 7.2 Misuse of the Card and Disclosure of PIN

(a) If the Card or Card details and/or the PIN has been obtained by a third party with the Nominee Cardholder's consent, the Corporation shall be liable for any use of the Card by that third party or anyone else, even if the Corporation or the Nominee Cardholder has not authorized the Transaction, until the Bank received notification and instruction from the Corporation and/or Nominee Cardholder to suspend and/or cancel its use.

(b) A PIN is strictly confidential and shall be kept secret and secure by the Nominee Cardholder and should not to be disclosed to anyone under any circumstances or for any reasons whatsoever. The Nominee Cardholder shall:

i. destroy any PIN notification advice/mailler of the PIN;

ii. not keep any written record of a PIN with or near the Card;

iii. not display or to allow another person to see the PIN during any PIN entry;

- iv. not select a PIN or use the PIN negligently or recklessly which will contribute to or cause losses from any unauthorized transactions from the use of the Card by any third party; and
- v. notify the Bank immediately upon becoming aware of the PIN being used or known to someone else.

### 7.3 Loss or Theft of Card

- (a) The Nominee Cardholder must undertake all reasonable care and precaution to prevent loss or theft of the Card.
- (b) The Corporation is obligated to inform and to cause the Nominee Cardholder to inform the Bank, or if outside Malaysia, to inform any member institution, Mastercard International, and/or Visa International (whichever is applicable) immediately to confirm in writing if the Card is lost or stolen. The Corporation must immediately cause the Nominee Cardholder to lodge a police report of the loss of the Nominee Cardholder's Card and forward a copy of the report to the Bank.
- (c) If the Card reported lost/stolen is subsequently recovered, the Nominee Cardholder shall return the Card cut in half and punch a hole on the chip to the Bank immediately upon recovery.
- (d) For any unauthorized transactions made with the Corporation's lost or stolen Card, the Corporation may be liable to repay the amount transacted as follows:
  - i. up to RM250 only per Card, if the Corporation or the Nominee Cardholder has not acted in breach of this Agreement, has not acted carelessly, has not acted fraudulently, has notified the Bank and has acted in compliance with the condition set out in **Clause 7.3(b)** as soon as reasonably practicable upon discovery of the loss or theft of the Card; or
  - ii. up to the full or maximum amount transacted, if it is found and proven that the Corporation or the Nominee Cardholder has acted in breach of this Agreement, has acted carelessly, fraudulently, failed to inform the Bank and has not acted in compliance with the condition set out in **Clause 7.3(b)** as soon as reasonably practicable upon discovery of the loss or theft of the Card.
- (e) The Corporation shall be liable for any loss due to any action of fraud perpetrated or instigated by the Nominee Cardholder and/or the Corporation and/or its employees, servants or agents misuse of the Card pursuant to **Clause 7.2**.
- (f) For the sole purpose of fraud and crime prevention and under such circumstances, the Bank shall be entitled to decline any transactions charged using the Card at any time without prior notice and/or the need to assign any reason. The Bank shall not be liable for any loss (including loss of reputation) or damages whatsoever and howsoever caused (whether to the Corporation or the Nominee Cardholder or otherwise) by the Bank's exercise of its right for such purpose and under such circumstances.

## 8. Suspension and Cancellation of the Card or Termination of Card Facility and Closure of Card Account

### 8.1 Suspension or Cancellation of Card by the Bank

- (a) The Bank may suspend the Card Facility and Card Account (temporarily withdrawing the Corporation's right to use the Card Facility) or the use of any or all Cards (temporarily withdrawing any or all Nominee Cardholders' right to use the Card) or cancel the Card Facility, Card Account and/or any or all of the Cards (terminating the use, all or any Cards issued and this Agreement) at any time upon its discretion therefore or upon the occurrence of any of the following events, with or without prior notice of twenty-one (21) calendar days:
  - i. if the Corporation fails to perform and/or to observe any of the terms and conditions of this Agreement or any of the Nominee Cardholders fail to use the Card properly in strict compliance with the terms of this Agreement;
  - ii. if the Corporation:
    - operates the Card Account improperly or unsatisfactorily;
    - operates its other banking account(s) with the Bank improperly or unsatisfactorily;
    - operates any card facilities or banking account(s) that the Corporation may have with any other financial institutions improperly or unsatisfactorily;
    - commits or threatens to commit a default of any provision of an agreement and/or security documents (including settlement agreements) under any of the Bank or AmBank Group's products/services or in relation to other accounts or financing facilities granted by the Bank or under AmBank Group or any other financial institutions to the Corporation (or to other party in which the Corporation is a guarantor or chargor or assignor).
  - iii. if the Corporation fails to pay any outstanding debts or any other indebtedness owed to

- the Bank or under AmBank Group under any of its products/services or in relation to other accounts or financing facilities whenever due;
- iv. if the Corporation becomes insolvent or commits an act of bankruptcy;
  - v. if any legal order or judgment is issued by any court of law or judicial bodies on or against the Corporation pursuant to any legal action or proceedings, including and not limited to applications for any form of execution under any claims or for any form of relief under any legal or equitable remedies (whether on temporary basis or otherwise);
  - vi. if an event has occurred or a situation exists which could prejudice the Corporation's ability to perform its obligations under this Agreement or prejudice the repayment of the outstanding amount or the Minimum Payment Due payable to the Bank under the Card Account;
  - vii. with regard to the termination of the use of a Card, in the event of such Nominee Cardholder's death; and/or
  - viii. if the Card or PIN has been used for unlawful activity.
- (b) In furtherance to **Clause 8.1 (a)** above, any suspension or cancellation of the Card by the Bank:
- i. may affect other existing or active cards under any other card facility(ies) granted by the Bank or under AmBank Group to the Corporation; and
  - ii. shall not affect any other rights of the Bank under this Agreement.
- (c) The Bank will state in its prior notice the reason(s) of termination as provided in Clause 8.1 (b) above.

## 8.2 Cancellation of the Card Facility and Card Account by the Corporation.

The Corporation may terminate the Card Facility, Card Account and this Agreement or affect the cancellation of any Card issued at its request by giving the Bank written instructions to do so together with the return of all the affected Cards cut in half to the Bank Card Centre before the cancellation takes effect. Any termination or cancellation shall not affect the Corporation's rights, duties and obligations accrued before such termination or cancellation and the Corporation shall be obligated to settle all outstanding amounts due or any unpaid balance under the Card Account.

## 8.3 Entitlements of the Bank upon Cancellation of the Card

- (a) Upon cancellation of the Card either by the Bank or the Corporation, all monies owing to the Bank shall become due and payable immediately. The Corporation must settle in full all monies due and outstanding in the Card Account upon demand by the Bank. Failure to do so shall entitle the Bank to take any action at any time as deemed necessary to recover the said monies, together with the applicable fees and charges pursuant to **Clause 5**. No inaction or delay on the part of the Bank shall be considered as waiver of the Bank's rights to exercise its rights under this Agreement.
- (b) In furtherance to paragraph **Clause 8.3(a)** above, the Bank shall also be entitled:
- i. to close the Card Account;
  - ii. to suspend or cancel any other existing or active card facility(ies) granted by the Bank or under AmBank Group to the Corporation as long as there are any unpaid outstanding debts due from the cancelled Card or remaining owed in the Card Account;
  - iii. to exercise its right to set-off pursuant to **Clause 11 (h)**; and/or
  - iv. to place the Card Number of any or all of the Cards on the Cancellation Bulletin and circulate it to all Merchants and/or Mastercard/Visa Member Banks.

# 9. Disclosure of Information & Privacy Policy

## 9.1 Disclosure of Nominee Cardholder and Corporation's Information

- (a) The Nominee Cardholder and Corporation provides consent to the Bank to disclose, at the Bank's discretion, all/any information and documents relating to this Agreement, the Nominee Cardholder, the Corporation's conduct and affairs in respect of the Card Account including all information relating to the use of the Card by the Nominee Cardholders and Transactions thereon (collectively "the Corporation's Information") to/for:-
- i. any company within AmBank Group, its agents, servants and/or associates or such persons as the Bank deems necessary for any purpose deemed appropriate under this Agreement, including without limitation:
    - to facilitate the performance and functions of the Bank and AmBank Group;
    - to prevent crime and for audit, debt collection and service process purposes;
    - to investigate, report and prevention of money laundering, terrorist financing and criminal activities generally;

- ii. any Merchant, Mastercard/Visa Member Banks, Mastercard/Visa and any other member institution of Mastercard/Visa which accepts the Card;
  - iii. any regulators and authorities acting under powers granted under any applicable law;
  - iv. the purposes of any legal suit/proceedings filed against the Bank by any third party in relation to this Agreement, the Card Account, the Card Facility, the Card or any Transaction;
  - v. the purpose of any legal suit/proceedings filed by the Bank against any third party for the recovery of any debt owing to it or any of its losses under this Agreement, the Card Account, the Card Facility, the Card or any Transaction;
  - vi. the police/other investigative authorities, for the purposes of their investigation into any crime (including any money laundering and terrorism financing activities) whether by the Nominee Cardholder or the Corporation or otherwise;
  - vii. the police/other investigative authorities, for the purposes of lodging of relevant reports by the Bank and investigation thereof, if the Bank is of the view that a crime has been committed/to prevent/recover any losses incurred by the Bank/for prevention of crime;
  - viii. any party which in the future may express intention to acquire any interest/shareholding in the Bank/pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between the Bank and such parties;
  - ix. external professional advisors of the Bank and AmBank Group; and/or
  - x. any other purposes imposed by or in accordance to law and regulations.
- (b) In the event any legal proceedings is initiated by the Bank against the Nominee Cardholder and/or Corporation under this Agreement for the recovery of indebtedness or any other loss suffered by the Bank, the Nominee Cardholder and the Corporation provides consent to the Bank to disclose the details and information related to the Nominee Cardholder and/or Corporation and the cause papers related to the said legal proceedings to any credit reporting agency in Malaysia.

## 9.2 Privacy

- (a) The Nominee Cardholder and the Corporation is hereby reminded to read and understand before agreeing to be bound by the Privacy Notice of AmBank Group (which is available at [www.ambank.com.my](http://www.ambank.com.my)) and the clauses herein, as it may relate to the processing of his/her personal information. For the avoidance of doubt, the Nominee Cardholder and the Corporation agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- (b) In the event the Nominee Cardholder or the Corporation provides personal and/or financial information relating to third parties, including but not limited to information relating to the Nominee Cardholder or the Nominee Cardholder's next-of-kin, dependants or the Corporation's directors, shareholders, officers, authorized signatories, guarantors and/or security providers, for the purpose of opening or operating the Card Account and/or Card Facility with the Bank or otherwise subscribing to the Bank's products and services, the Nominee Cardholder and the Corporation:
- i. confirm and represent that they have obtained their consent or are otherwise entitled to provide the information to the Bank and for the Bank to use it in accordance with this Agreement and to provide information on the Bank's products, services and/or offers (inclusive of the products, services and offers of other entities within AmBank Group) which the Bank and/or AmBank Group believe may be of interest or benefit to them;
  - ii. agrees to ensure that the personal and financial information of the said third parties is accurate;
  - iii. confirm and represent that they have obtained the said third parties' consent for the Bank to carry out all necessary reference checks including but not limited to credit reference checks to further ascertain the status of such third parties;
  - iv. agrees to update the Bank in writing in the event of any material change to the said third parties' personal and financial information; and
  - v. agrees to the Bank's right to terminate the Card should such consent be withdrawn by any of the said third parties.
- (c) Where the Nominee Cardholder and/or the Corporation instructs the Bank to affect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by the Bank's agents abroad, overseas regulators and/or authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or our agents to enter into any cross-border transaction on the Nominee Cardholder and/or the Corporation's behalf, the Nominee Cardholder and the Corporation agree to the above

said disclosures on behalf of the Nominee Cardholder and Corporation and others involved in the said cross-border transaction.

- (d) Additionally, but always subject to any laws, (including regulations, guidelines and/or obligations) applicable to the Bank (whether in or outside Malaysia), the Nominee Cardholder and the Corporation agree that other companies in the AmBank Group, their merchants and strategic partners may contact the Nominee Cardholder and the Corporation about products, services and offers, which the Bank and AmBank Group believe may be of interest or is beneficial to the Nominee Cardholder and the Corporation.
- (e) The Bank and AmBank Group may communicate with the Nominee Cardholder and the Corporation through various channels, including telephone, e-mail, electronic/mobile messaging, facsimile or post, using the contact information that the Nominee Cardholder and/or the Corporation has provided.
- (f) The Nominee Cardholder and/or the Corporation may inform the Bank at any time if the Nominee Cardholder or the Corporation does not wish to receive marketing communications from the Bank, AmBank Group and/or their merchants and business partners, by contacting the Bank at the various channels given below:  
Customer Service Officer  
Phone : +603 2178 8888 (24 hours)  
Email : [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com)  
Post : AmBank Contact Centre, P.O. Box No. 12617, 50784 Kuala Lumpur
- (g) The Corporation's latest written instructions to the Bank will prevail. The Corporation acknowledges that certain communications such as the e-Statement and AmBank Group's websites may contain standard information regarding other products and services of the Bank and the AmBank Group that cannot be removed without affecting the delivery/operation provision of the Card and/or without additional costs being charged to the Corporation.
- (h) The Bank may use a credit reporting agency to help make decisions (and the Corporation and Nominee Cardholder hereby consents to such use), for example when the Bank needs to:
  - i. check details on applications for the Card Facility, the issuance of Card, credit and credit-related or other facilities granted to the Corporation;
  - ii. manage and review this Agreement or the Card Account; and/or
  - iii. recover debts owed by the Corporation.
- (i) The Corporation will be linked by credit reporting agencies to any other names the Corporation uses or may have used. The Bank may also share information about the Corporation and how the Corporation manages the Card with relevant credit reporting agencies.
- (j) Even after the Corporation has provided the Bank with any information, the Corporation will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of the Card that is/are linked with such information.
- (k) The Bank reserves the right to amend the clauses under this section from time to time by providing prior notice of twenty-one (21) calendar days to the Nominee Cardholder and/or the Corporation in accordance with Clause 10 below.
- (l) This section shall be without prejudice to **Clause 9.1**, which authorizes the Bank for the disclosure of information.

## 10. Changes to this Agreement

- (a) The Bank is entitled to amend, add to or delete any terms and conditions of this Agreement from time to time by:
  - i. notifying the Nominee Cardholder and Corporation at least twenty-one (21) calendar days in advance; and
  - ii. informing or publishing the new term(s) and condition(s) or any changes to this Agreement before the effective date in any manner as the Bank considers appropriate.The Nominee Cardholder and the Corporation are required to check the Bank's official website periodically for the most recent updates to the terms and conditions of this Agreement as any changes to this Agreement will be published on the Bank's website.
- (b) The Nominee Cardholder and the Corporation will be bound by any changes to this Agreement upon the effective date specified and notified by the Bank pursuant to paragraph (a) above. If the Nominee Cardholder does not agree to such changes, the Nominee Cardholder is entitled to return the Card to the Corporation cut in half and request the Corporation to issue a written notice of such termination to the Bank Card Centre. If the Corporation does not agree to such changes, the Corporation is entitled to immediately terminate the Card Facility and this Agreement pursuant to **Clause 8.2** and make full settlement of all outstanding amount under the Card Account pursuant to **Clause 8.3(a)**.

- (c) Retention of the Card by the Nominee Cardholder and/or the Corporation, as the case may be, (whether or not the Card is used) after the effective date of any changes to this Agreement shall be deemed as acceptance of such changes without reservation or objection by the Nominee Cardholder and/or the Corporation, as the case may be.

## 11. General Terms

- (a) Law - This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Nominee Cardholder and Corporation agrees to submit to the non-exclusive jurisdiction of the Courts of Malaysia.
- (b) Time - Time, wherever mentioned in this Agreement, shall be of essence.
- (c) Waiver - No inaction or delay on the part of the Bank in exercising any of its rights under this Agreement shall be construed as waiver and shall not impair such rights.
- (d) Preservation of Rights and Entitlement - The Bank's rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive termination of the Card Facility and/or closure of the Card Account and/or any suspension or cancellation of any Card issued by the Bank.
- (e) Financial Services Act 2013 - The Corporation shall indicate on the application forms if it is a connected party pursuant to the "Guidelines on Credit Transactions and Exposures with Connected Parties" in relation to Section 47 of the Financial Services Act 2013. If there is no indication or affirmation is made on the application form, the Corporation shall be deemed to be a non-connected party.
- (f) Indemnity - To the extent permitted by law and the Bank not being in breach of this Agreement or is negligent, the Corporation will indemnify the Bank for any loss or damage, costs and expenses, fees and charges which the Bank may incur due to breach by the Corporation and/or the Nominee Cardholders of any terms and conditions of this Agreement (including out of the enforcement of such terms and conditions against the Corporation and/or the Nominee Cardholders). As for nominees of the Corporation, the Corporation shall be liable for all breaches by the Nominee Cardholders of the terms of this Agreement and the use of the Card.
- (g) Force Majeure - To the extent permitted by law, the Bank shall not be liable to the Nominee Cardholder or Corporation for any losses or costs (including loss of business opportunities or profits) caused by abnormal and unforeseeable circumstances outside the Bank's reasonable control which is unavoidable, including any natural disasters, war (whether declared or undeclared), strike, riot, civil commotion, acts of terrorists, industrial dispute, labor unrest, lock-out, fire, accident, breakdown of machinery, data processing system or transmission link or telecommunication system failure or electrical failure.
- (h) Right to Set-Off - The Corporation agrees that the Bank may exercise its right to set-off:
  - i. combine or consolidate all or any banking account(s) belonging to the Corporation. This includes accounts in the name of the Bank or held jointly by the Corporation with others, where such joint account is maintained in the Corporation's name (whether current, deposit, loan or any other nature whatsoever and whether subject to notice or in whatever currency);
  - ii. transfer any sum standing to the credit of any such account(s) in or towards the satisfaction of all the Corporation's liabilities to the Bank, including and not limited to the settlement of the debit balance due under the Card Account;
  - iii. suspend and/or prohibit any withdrawals from any of the Corporation's current and deposit accounts maintained with the Bank.The Bank shall give a notice of seven (7) calendar days to the Corporation of its intention to exercise its right to set-off (including to transfer any credit balance in the Corporation's current and deposit account towards payment of the debit balance in the Card Account). The Bank shall only exercise its right to set-off upon expiry of the said notice period.
- (i) Address - Any correspondence or notice to the Nominee Cardholder and/or Corporation shall be delivered by hand or sent by prepaid registered post to the Corporation's address stated in the Card application form or to any new address notified by the Corporation to the Bank from time to time. Any delivery by mail shall be deemed to have been duly received by the Nominee Cardholder and/or Corporation within five (5) Business Days of posting. Failure on the Corporation's part to notify any change of address which results in delay or return of the correspondences and notices shall not prejudice the Bank's rights and entitlement under this Agreement.
- (j) Service of Legal Process - the Corporation hereby agrees that the service of any Writ of Summons or any legal process in respect of any claim arising out of or connected with this Agreement may be effected by forwarding a copy of the same by prepaid registered

post and a copy of the same by ordinary post to the Corporation's address(es) stated in the Card application form or to the address(es) notified by the Corporation to the Bank from time to time.

- (k) Appointment of Agent - The Bank shall have the right to appoint an agent of its choice to collect all and any monies due and outstanding to the Bank under the Card Account and/or arising from the Corporation's obligations/liabilities under the Card Account or this Agreement.
- (l) Suspense Account - The Bank shall place any payment received in accordance to this Agreement to the credit of a non-interest bearing suspense account, if necessary. The Bank may apply the payment or any part of it towards discharging any money due, owing or incurred by the Corporation. However, in the event of any legal proceedings initiated against the Corporation such as winding-up or insolvency, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of the money due, owing or incurred by the Corporation.
- (m) Certificate of Indebtedness - A certificate signed by an authorized officer of the Bank as to the monies for the time being due and owing to the Bank from the Corporation shall be conclusive evidence and proof that the amount is due and owing by the Corporation to the Bank, as long as there are no manifest errors.
- (n) Binding Effect - The Corporation's obligations shall be binding on the Corporation's successors in title. The Nominee Cardholder's obligations shall be binding on the Nominee Cardholder's personal representatives and heirs.
- (o) Merger or Change in Shareholding - The rights and obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction, merger, acquisition or change in shareholding whether at the parent company level or otherwise which may be made in the constitution of the Bank.
- (p) Translation - A Malay language version of this Agreement will be available to the Nominee Cardholder and the Corporation at the Bank's website or upon request.
- (q) Updates - The Nominee Cardholder and the Corporation are required to check the Bank's website periodically for the most recent updates of terms and conditions as any changes or updates to these terms and conditions published on the Bank's website will be binding on the Nominee Cardholder and the Corporation.

For any assistance, the Nominee Cardholder and the Corporation may contact AmBank Contact Centre at the numbers below:

Phone : 03-2178 8888 (24 hours)

**REMINDER: THE CORPORATION IS HEREBY REMINDED TO READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE SIGNING BELOW.**

# APPENDIX 1

(in reference to Clause 5.1(a) of this Agreement)

## Schedule of Fees and Charges

Item	AmBank Business Platinum Mastercard / Visa Platinum Business / Visa Infinite Business												
Minimum Monthly Payment	i. 5% of total *outstanding balance (if any); *outstanding balance refers to retail transactions (if any) + Cash Advance (if any) + finance charges and fees (if any) ii. 100% Card Service Tax and Tax (if any); iii. 100% Monthly Instalments (if any); iv. 100% past due amount (if any) v. 100% of any overlimit amount (refers to amount which exceeds the prescribed Credit Limit or the assigned Credit Limit) <b>OR</b> minimum of RM50, whichever is higher.												
Tiered Finance Charges* * Charges do not apply to Cash Advance	a) 1.25% per month or 15% per annum only if you have promptly settled your the Minimum Payment Due for 12 consecutive months; b) 1.42% per month or 17% per annum only if you have promptly settled your the Minimum Payment Due for at least 10 months in a 12-month cycle; or c) 1.5% per month or 18% per annum if your payment record is not within (a) or (b) above												
Interest Free Period	28 calendar days from the posting date of all retail transactions paid with the credit card, provided there is no outstanding balance in the Credit Card Account (not applicable to Cash Advance)												
Late Payment Charge	1% of the balance outstanding due or a minimum of RM10 (whichever is higher) up to a maximum of RM100 Illustration: <table border="1" data-bbox="362 1038 935 1208"> <thead> <tr> <th>Scenario</th> <th>1</th> <th>2</th> </tr> </thead> <tbody> <tr> <td>Outstanding balance</td> <td>RM12,000</td> <td>RM800</td> </tr> <tr> <td>Late Payment Charge (1% x outstanding balance)</td> <td>RM120</td> <td>RM8</td> </tr> <tr> <td>Actual Charge (Max/Min)</td> <td>RM100</td> <td>RM10</td> </tr> </tbody> </table>	Scenario	1	2	Outstanding balance	RM12,000	RM800	Late Payment Charge (1% x outstanding balance)	RM120	RM8	Actual Charge (Max/Min)	RM100	RM10
Scenario	1	2											
Outstanding balance	RM12,000	RM800											
Late Payment Charge (1% x outstanding balance)	RM120	RM8											
Actual Charge (Max/Min)	RM100	RM10											
Cash Advance Finance Charge	A finance charge at a rate of 1.5% per month or 18% per annum is calculated on a daily rest basis and shall be imposed on the Cash Advance Amount from the date the Cash Advance is made until full payment is received and credited into the Card Account.												
Cash Advance Fee	5% of the amount advanced or minimum of RM50, whichever is higher on each cash advance transaction.												
Annual Fees	Free for life												
Credit Card Service Tax	RM25 per card												
Sales Draft Retrieval Fee	RM20 per copy All records and entries in the card e-Statements shall be deemed correct and binding on the Corporation unless the Corporation and/or the Nominee Cardholder notifies the Bank in writing of errors in the card e-Statement not later than 14 calendar days from the date of card e-Statement.												
Card Replacement Fee	RM25 per card												
Duplicate Statement Request Fee	RM5 per copy (first request) RM10 per copy (subsequent request)												
Monthly Statement Fee	Hardcopy statement delivered to mailing address: RM12 per annum e-Statement: FREE of charge												
Overseas Transaction Conversion Fee	Transactions outside Malaysia will be converted to Ringgit Malaysia on the date the item is received and/or processed. The exchange rate may differ from the published daily rate due to market fluctuation. The conversion rate is as determined by Mastercard International or Visa International plus a 1% foreign exchange conversion markup (previously known as administration cost) by AmBank on the converted Ringgit Malaysia amount.												

Note: Pursuant to Clause 5.1(a) of this Agreement, the contents of this Schedule are subject to change from time to time and any changes shall be notified to the customer. The information provided in this Agreement is valid as at XX XXXXX 20XX. For the latest revision, log on to [ambank.com.my](http://ambank.com.my)

## APPENDIX 2

(in reference to Section 6(a) of this Agreement)

### 1. AmBonus Reward

- a) For every RM1 charged to the Card for new retail purchases locally, one (1) AmBonus Point will be rewarded to the Corporation. Whereas for every RM1 charged to the Card for new retail purchases overseas, two (2) AmBonus Points will be rewarded to the Corporation.
- b) AmBonus Points are applicable to retail spending only. Interest, finance charges, Cash Advance fees, other fees and charges imposed by the Bank and outstanding balances brought forward from the previous month are excluded from the AmBonus Point computation. AmBonus Points are not applicable for the following transactions:
  - i. any purchase at petrol stations
  - ii. any payment for charity under the designated Merchant Category Code (MCC) 8398; and
  - iii. any government-related payments under the designated MCC as follows: 9211, 9222, 9223, 9311, 9399, 9402, 9405
- c) Different AmBonus Point rates shall apply for selected card programs at such rates which the Bank may stipulate from time to time with twenty-one (21) calendar days prior notice.
- d) If any transactions are disputed and/or reversed, the Bank shall have the right to reverse the AmBonus Points earned and credited from the disputed/reversed transaction. In the event the AmBonus Points are utilized before the reversal, the Bank shall have the right to debit the Card Account for the equivalent monies.
- e) AmBonus Points accumulated have a validity of three (3) years based on yearly block and first-in first-out basis as reflected in the Card e-Statement. Any unused or unutilized AmBonus Points will be automatically forfeited after the validity period.
- f) Upon cancellation of the Card, whether affected by the Bank or by Corporation, the unutilized AmBonus Points shall be forfeited and not redeemable by the Corporation.
- g) Redemption of AmBonus Points can be made by the Corporation through a redemption form made available by the Bank at [www.ambank.com.my](http://www.ambank.com.my) or by giving written instruction to the Bank signed by the Corporate's authorized signatory.

## APPENDIX 3

(in reference to Section 6(a) of this Agreement)

### Definition

“Cash Rebates”

means the cashback earned from eligible Cash Rebate from respective Merchant Category under the MCC code.

“Merchant Category Code”  
or “MCC”

means the assignment for each merchant and transaction records is subject to classification by the respective acquiring banks (the bank which maintain the merchant’s bank account and process payments on behalf of the merchants) and it is the responsibility of the particular acquiring bank to assign the MCC and transaction record to the relevant transaction. AmBank shall not be held responsible for any assignment of the MCC and transaction record that may result in non-posting of the Cash Rebate for retail transactions at the eligible merchants. The Corporation shall not be entitled to claim for any compensation against AmBank for such non-posting of the Cash Rebate due to the assignment of the MCC and transaction record by the respective merchant’s acquiring bank.

“Special Cash Rebate”

means 0.5% cashback earned from Petrol, Airlines, Hotel, Restaurant as defined below: -

Category	MCC
Petrol	5541,5542
Airlines	3100, 4511, 4722
Hotel	7011
Restaurant	5812, 5813, 5814

“Oversea Cash Rebate”

means the 1% cashback earned from the Oversea Transaction Spend

“Other Eligible Cash Rebate”

means the 0.1% cashback earned from Transaction other than “Special Cash Rebate” and “Oversea Cash Rebate” excluding the below :

- a. Cash advance fees or cash withdrawals, Balance Transfer Program, QuickCash, Cash Instalment Plan, bill payments through internet banking, JomPay transactions, FPX transactions; quasi-cash transactions, annual fees, late payment fees, interest, finance charges; and/or any special partnership program.
- b. Refunded, disputed, unauthorised and/or fraudulent retail transactions; and/or
- c. Transactions with the below Merchant Category Code (MCC) (defined below) code:

Category	MCC
Government related payments	9211, 9222, 9223, 9311, 9399, 9402, 9405
Cash Advance	6010, 6011

### Cash Rebate

1. For every RM1 charged to the Card for new retail purchases locally, 0.5% cash rebate will be rewarded to the Nominee Card, whereas for every RM1 charged to the Card for new retail purchases overseas, 1% cash rebate will be rewarded to the Corporation and finally for any other retail purchases not fall within the 2 (Two) category, 0.1% cash rebate will be rewarded to the Nominee Card.
2. Transactions can be in local or foreign currency. For the purpose of calculating the Cash Rebate, foreign currency spending will be converted to Ringgit Malaysia (RM) and the foreign currency amount to be converted shall be based on AmBank’s transaction record only. The conversion amount shall be based on the exchange rate quoted by the Bank as at the time the transaction is posted in the Bank’s system. The conversion amount stated on the Credit Card statement shall be final and conclusive, save for manifest error.
3. For the avoidance of doubt, the Cash Rebate will be rewarded based on the transactions posted to the Nominee Cardholder(s)’s Credit Card account and rounded down to the nearest cents/2 decimal places (Ringgit Malaysia).
4. The Bank reserves the right to refuse to reward the Cash Rebate if the Bank believes or suspects that any transaction is illegal, fraudulent, dishonest, refunded, disputed or unauthorised. The Bank may clawback any credited Cash Rebate rewarded from the Nominee Cardholder’s Credit Card account if the Bank suspects or becomes aware that any of the transaction is illegal, fraudulent, dishonest, refunded, disputed and/or unauthorised.

5. Cash Rebate are applicable to retail spending only. Interest, finance charges, Cash Advance fees, other fees and charges imposed by the Bank and outstanding balances brought forward from the previous month are excluded from the Cash Rebate computation. Cash Rebate are not applicable for the following transactions:
  - i. any government-related payments under the designated MCC as follows: 9211, 9222, 9223, 9311, 9399, 9402, 9405
  - ii. Cash Advance: 6010,6011
  - iii. Cash withdrawals, Balance Transfer Program, QuickCash, Cash Instalment Plan, bill payments through internet banking, JomPay transactions, FPX transactions; quasi-cash transactions, annual fees, late payment fees, interest, finance charges; and/or any special partnership program.
6. The total Cash Rebate earned will be automatically credited into respective Nominee Credit Card account according to your Credit Card e-statement date.
7. For the purpose of calculating monthly Cash Rebate, all Eligible Spend has to be posted into the Nominee's Credit Card account within the Eligible Spending Period. The Bank is not responsible in any manner whatsoever for any late posting to the Corporation's Credit Card account by the merchants and/or any third party. Any late posting will result in the Cash Rebate being calculated in next statement cycle.
8. If any transactions are disputed and/or reversed, the Bank shall have the right to reverse the Cash Rebate earned and credited from the disputed/reversed transaction. In the event the Cash Rebate are utilized before the reversal, the Bank shall have the right to debit the Card Account for the equivalent monies.

Cash Rebate Entitlement (RM)					
Spend Category	Amount Spend	0.5% for Special Cash Rebate [Petrol, Airlines, Hotel, Restaurant & Travel]	1.0% for Oversea Spend	0.1% on Other Spend	Cash Rebate Earned
Stationery : MPH Bookstore	RM200			$RM200 \times 0.1\% = 0.20$	<b>RM0.20</b>
Hotel : W Hotel	RM700	$RM700 \times 0.5\% = RM1.75$			<b>RM1.75</b>
Online : Amazon Online Purchase	RM1,050		$RM1,050 \times 1\% = RM10.50$		<b>RM10.50</b>

### General Terms and Conditions

9. The Bank reserves the right to amend these terms and conditions, including terminating any specific feature offered under the Credit Card, by giving the Nominee Cardholder(s) at least twenty-one (21) calendar days prior notice.
10. We may use any of the following modes to communicate notices in relations to this Credit Card to Nominee Cardholder(s):
  - a. Individual notice (whether by written notice or via electronic means) sent to Nominee Cardholder(s)'s latest address/email address which Nominee Cardholder(s) maintained with the Bank;
  - b. Press advertisement;
  - c. Notice in Nominee Cardholder(s)' Credit Card statement(s);
  - d. Display at the Bank's business premises; or
  - e. Notice on the Bank's internet website(s);
11. During the time of crediting the Cash Rebate, the Nominee Cardholder(s)'s Credit Card accounts MUST BE ACTIVATED and MUST NOT be delinquent, terminated, suspended, and/or invalid or cancelled within the Bank's definition. Failing which, the Nominee Cardholder(s)'s eligibility for the Credit Card will be cancelled and/or the Nominee Cardholder(s) will not be entitled to receive the Cash Rebate.
12. The Bank will not entertain any request from the Nominee Cardholder(s) or any other person to credit the Cash Rebate to the Nominee Cardholder(s)'s other accounts or to any other third party's account.
13. The Bank would not be liable to any Nominee Cardholder for any damage or losses suffered, including loss of goodwill, income or profits or consequential, direct or indirect, exemplary, incidental, punitive or special damages, arising from the Nominee Cardholder's application for the Credit Card, or the Bank exercising its rights pursuant to any of the terms and conditions herein except where such actions, claims, direct losses, damages and expenses are directly attributable to the Bank's gross negligence, wilful default or fraud.
14. To the extent permitted by law, the Bank shall not be liable to the Nominee Cardholders when any Force Majeure event occurs. "Force Majeure" refers to any unforeseen events and/or circumstances which are not within the reasonable control of the Bank, which the Bank is unable to prevent, avoid or remove such as fire, earthquake, flood, epidemic, pandemic, accident, explosion, casualty, lockout, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God.
15. The Bank reserves the right to approve or reject any applications and/or to request for any further

supporting documents. For the avoidance of doubt, the Bank has the discretion to determine whether the supporting documents are sufficient for the purpose of processing the application submitted to the Bank.

16. Unless expressly stated otherwise, the terms and conditions herein set forth, including any amendments thereto, will prevail over any other provisions and/or representations contained in any other notices/promotion/advertising materials for this Credit Card.
17. All questions concerning the construction, validity, enforcement and interpretation of the terms and conditions stipulated herein shall be governed by, construed and enforced in accordance with the laws of Malaysia. The parties hereby submit to the exclusive jurisdiction of the courts of Malaysia for the purpose of any suit, action or other proceeding arising out of or based on the terms and conditions herein.
18. The Bahasa Malaysia version of this Terms and Conditions are also available at [ambank.com.my/VIBC](http://ambank.com.my/VIBC). In the event of any discrepancies or conflict in the interpretation of this Terms and Conditions, the English version shall prevail.
19. For any assistance and/or feedback related to this Credit Card, the Nominee Cardholder(s) may contact the Bank's Contact Centre at 03-2178 8888 or email to [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com).