

CARDHOLDER AGREEMENT

This credit card agreement ("this Agreement") governs the operation of the Card Account and the use of the Card(s) under the Card Account. It is important that you read and understand this Agreement.

The Cardholder is reminded to read and understand the terms and conditions of this Agreement. The Cardholder is advised to seek and obtain independent legal advice. If the Cardholder do not understand any of the terms and conditions herein, please seek confirmation from our authorized representatives/personnel.

Agreeing to the terms of this Agreement

AmBank Islamic Berhad 199401009897 (295576-U) ("the Bank") is the provider for the Card. The use of the Card by the Cardholder shall be based on the Shariah Concept of *Ujrah* and the Shariah contract of *Qard*. You accept the Bank's offer to provide credit card facility on the terms and conditions contained in this Agreement when you first use your Card.

Definitions

"3D Secure Services"	online authentication services catered for Visa and/or Mastercard® to facilitate secure online transactions at participating 3D secure online merchants displaying the "VERIFIED by Visa (VbV)" logo and/or "Mastercard SecureCode" logo.
"AmBank Contact Centre"	AmBank's Customer Service call centre, contactable through the contact modes as set out in paragraph 11 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 the Bank is 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"	a Mastercard or Visa credit card issued by the Bank to the Cardholder at any time or to the Supplementary Cardholder under this Agreement.
"Cardholder"	the person in whose name the Card Account has been established and where relevant, also means the Supplementary Cardholder.
"Card Account"	the account maintained by the Bank to provide the credit line for the use of the Card(s) in relation to the credit card facility and is subject to Credit Limit.
"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.
"Card Statement"	the monthly statement of account issued by the Bank in respect to the retail and other transaction fees and charges incurred by Cardholder with the use of the Card.
"Card Statement Date"	the date on which the Bank issues the Card Statement.
"Cash Advance"	a withdrawal of cash that can be made from the Card Account either through an ATM or over the counter at designated branches of the Bank (or subsidiary of the AmBank Group) or participating branches of Mastercard/Visa Member Banks.
"Credit Limit"	the prescribed spending limit set by the Bank in respect of the Cardholder's Card Account.
"Halal Merchandise and	merchandise and services that are lawful or permissible by Shariah

Services”	(Islamic laws).
“Management Fee”	the management fees to be charged to the Cardholder in relation to the Card transaction as prescribed in the Schedule of Fees and Charges in Appendix 1 of this Agreement.
“Management Fee Free Period”	the period in a month where no management fee will be charged on retail transactions (other than Cash Advances) for twenty (20) calendar days between the Statement Date and the Payment Due Date, provided that the Cardholder’s previous month’s outstanding balance has been settled in full.
“Mastercard”	Mastercard International Incorporated, a company incorporated in the state of Delaware, having its office and principal place of business 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 the members of Mastercard.
“Merchant”	a business establishment or a retailer with the, who accept the Card as a form of payment for goods and/or services and such payment shall be charged to the Card Account.
“Minimum Monthly Payment”	the minimum amount of payment due indicated monthly in the Card Statement which is required to be paid by the Cardholder by the Payment Due Date, which is <ul style="list-style-type: none"> i. 5% of total *outstanding balance (if any); *outstanding balance refers to retail transactions (if any) + Cash Advance (if any) + Management Fees and other fees (if any) ii. 100% Card Service Tax and Tax (if any); iii. 100% Monthly Instalments (if any) (including monthly instalments for Auto Balance Conversion, Balance Transfer, QuickCash, Flexi Payment Plan, Easy Payment Plan and other instalment plans available from time to time); 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) <p>OR minimum of RM50, whichever is higher.</p>
“Non-halal Merchandise and Services”	merchandise and services that are unlawful or non-permissible by Shariah (Islamic laws) such as liquor, gambling, pork, Shariah non-compliant activities and others.
“Partners”	a business establishment or company who partners the Bank to offer or provide programs for the Cardholder.
“Payment Due Date”	the date on which the Cardholder is to pay the total amount owing or the Minimum Monthly Payment, which is twenty (20) calendar days from the Card Statement Date. The Payment Due Date may be varied at any time at the discretion of the Bank by giving prior notice 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 Cardholder and Supplementary Cardholder(s) respectively.
“Posting Date”	the date on which the transactions are posted to the Cardholder’s Card Account.
“Principal Card”	the Card issued by the Bank to the Principal Cardholder.
“Principal Cardholder”	the person who applied as principal applicant and has been approved to hold a Principal Card.
“Qard”	a Shariah principle which refers to a contract of lending money by a lender to a borrower where the latter is bound to pay an equivalent replacement amount to the lender.
“Supplementary Card”	the Card issued by the Bank to Supplementary Cardholder.
“Supplementary Cardholder”	any other person(s) as nominated by the Principal Cardholder to hold an additional card or Supplementary Card under the Card Account.
“Ujrah”	a Shariah principle which refers to fee on service in which, the Bank will provide the Cardholder identified services, benefits and privileges in relation to the credit card facility in exchange of a fee. The services, benefits and

privileges shall be determined by the Bank.

“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” 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.

1A. Application of Shariah principles

1A.1 Shariah concept of *Ujrah*

- (a) The Bank, by granting the credit card facility to the Cardholder, also provides certain services, benefits and privileges related to the Card, for the Cardholder to enjoy.
- (b) This includes programmes covering rewards, deals and promotions, which will involve the Bank's Merchants and partners. With the Card, the Cardholder will enjoy benefits and privileges to complement and enhance every aspect of the Cardholder's life. Depending on which Card is selected, the Cardholder will receive a variety of unique privileges in terms of reward programmes and/or rebates, lounge access, travel protection and other value-added services. For more details, the Cardholder may refer to the Bank's website. The list however is not exhaustive and subject to change from time to time.
- (c) In exchange of these services, benefits and privileges, the Bank is entitled to charge *Ujrah* to the Cardholder which amount will be charged up to the Fixed Management Fee (as described in the Schedule of Fees and Charges in Appendix 1 of this Agreement), and where applicable, annual fee.
- (d) The Bank may also impose fee for additional services rendered by the Bank such as additional Card Statement request fee etc.

1A.2 Shariah contract of *Qard*

- (a) The Bank shall make available to the Cardholder the Credit Limit by way of *Qard*. The Credit Limit can be utilised by the Cardholder in accordance with the terms of this Agreement. This constitutes an offer by the Bank to make available the *Qard* line to the Cardholder.
- (b) In the event there is excess utilisation by the Cardholder in accordance with the terms of this Agreement, such excess is governed by *Qard* contract as well. Every time the Cardholder utilises the Credit Limit, it is construed as an acceptance by the Cardholder of the *Qard* line.
- (c) The Bank is hereby authorised by the Cardholder to disburse the *Qard* in the amount equivalent to the utilised amount or excess amount to the Merchant, Cardholder or any identified third party according to the mode of Card utilisation.
- (d) The Cardholder is required to pay the *Qard* or utilised amount in accordance with the terms of this Agreement.
- (e) In providing the *Qard* to the Cardholder, the Bank is entitled to charge direct costs associated with the granting of the *Qard* in the quantum as stated in this Agreement or published on the Bank's website.

1. Credit limit

1.1 Credit Limit under Card Account

- (a) Nothing herein shall limit the Cardholder's liability, and the Cardholder shall be and shall remain liable for all transactions effected through the use of the Card notwithstanding the aggregate outstanding balance of the Card Account has exceeded the Credit Limit, except for transactions incurred from unauthorized usage of the Card, where the Cardholder's liability from unauthorized usage is as set out in **Clause 7.3 (d)** and provided also that the Cardholder has not participated in any fraudulent act or misused the Card.
- (b) Subject to income documents and approval, a Principal Cardholder may request the Bank to increase or reduce the Credit Limit at any time but the Bank is under no obligation to agree to such request.

- (c) The Bank may revise the Credit Limit at the Bank's discretion and notify the Cardholder of the revision through any means of communication. However, any increase of the Credit Limit by the Bank pursuant to the revision shall be subject to the Cardholder's acceptance of the increase.

1.2 Excess Limit Service

- (a) The Cardholder is to notify the Bank should the Cardholder choose to spend beyond the Credit Limit.
- (b) If the Bank agrees to Cardholder's request under **Clause 1.2(a)** above, the Bank shall provide a service to facilitate any transactions made in excess of the Credit Limit up to the limit set by the Bank and informed to Cardholder. For the avoidance of doubt, this temporary financial accommodation granted to Cardholder shall not be construed as a permanent increase of Cardholder's credit limit. An Excess Limit Fee for the service shall be imposed in this temporary increase in Credit Limit pursuant to **Clause 5**.
- (c) If the Cardholder chooses to spend within the Credit Limit, any transactions in excess of the Credit Limit will be declined, except for the following:
 - i. Stand-In processing transactions, which involve payment network authorisation (Mastercard/Visa) service that is required for use if or when the Bank's authorisation processor is unavailable.
 - ii. Management fee, fees and charges imposed by the Bank.
 - iii. Auto-debit transactions.In respect of item (iii) above, an Excess Limit Fee will be imposed.
- (d) In addition to the Credit Limit, the Bank may also impose cash withdrawal limits for any Cash Advance as provided under **Clause 3**, which may be subject to change from time to time by the Bank.

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 Cardholder shall immediately sign on the back of the Card upon receipt of the Card.
- (c) The Cardholder must not use the Card or the Card Account for any illegal or fraudulent purpose nor allow anyone else to do so. If the Cardholder does, the Cardholder will be responsible for such use and may be required to reimburse the Bank and/or Mastercard/Visa, for all amounts which the Bank and/or Mastercard/Visa incur as a result of such use.
- (d) The Cardholder shall use the Card only to effect retail purchase of payment for Halal Merchandise and Services and not otherwise. The Cardholder agrees that the Bank and/or its Shariah Committee's decision on whether such merchandise and services are Halal Merchandise and Services shall be conclusive for the purpose of this Agreement. The list of merchants where the Card's usage is restricted is provided in the Product Disclosure Sheet.
- (e) Notwithstanding (c) and (d) above, the Cardholder shall continue to be fully liable to pay the Bank the amount due in respect of the affected transactions, if any, and paragraph (c) and (d) above shall not be used as a defence to refuse payment to the Bank.
- (f) The Card can only be used by the Cardholder. This Agreement shall apply to the Supplementary Cardholder unless expressly provided in this Agreement. The issuance of card to the Supplementary Cardholder is at the Bank's discretion.
- (g) The Supplementary Cardholder cannot request the Bank to increase the Credit Limit or nominate another person to be a Supplementary Cardholder under the Card Account
- (h) The Cardholder will be issued with a PIN via any mode arranged by the Bank directly with the 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. Cardholder is to change the PIN at any AmBank ATM before the first transaction requiring the use of PIN.
- (i) The Cardholder shall adhere and be bound by all instructions contained in the PIN advice notification/mailler that comes along with the PIN, and 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.

- (j) If prompted for PIN entry when using the Card for a purchase, the 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 Cardholder's signature is required by the Merchant attending the reader/terminal.
- (k) The Cardholder may contact the Bank to obtain or select a new PIN if the Cardholder forgets the PIN or if the Cardholder entered the wrong PIN resulting in the PIN being blocked.
- (l) The Principal Cardholder shall be liable for all transactions, charges, fees, Management Fee, late payment charges and other costs and incidental expenses effected by the use of the Card and Supplementary Card(s) and debited from the Card Account. However, Supplementary Cardholder shall be liable for his or her own charges.

2.2 Acceptance of the Card

- (a) The Card may be honoured by financial institutions and the Merchants displaying the appropriate credit card symbol, unless the transactions to be made fall under the blocked merchant category codes and accepted at the designated ATMs and business outlets as a mode of payment.
- (b) The Bank does not accept any liability:
 - 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 honour the Card; and
 - iii. for any goods and/or services purchased with the Card.

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

- (c) Any complaints about goods and/or services purchased with the Card must be resolved by the Cardholder 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 Cardholder is encouraged to inform the Bank of his or her intention to go abroad to avoid interruption of 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 overseas transactions, the 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 Cardholder must ensure that as soon as the Card expires, or rendered unusable, the Card is to be destroyed by cutting it in half across the chip.

2.5 Card Renewal

- (a) Subject to **Clause 8**, the Cardholder hereby authorises the Bank to renew the validity period of the Card on the 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) The 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 in 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 the Card with prior notice in the event the 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 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 Cardholder agrees that the Bank may debit the Card Account for all transactions made or authorised by the Cardholder 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" 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 may be 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 Cardholder's PIN and/or signature to authorise the transaction. For avoidance of doubt, the Cardholder understands and acknowledges the ease of using a Card for a purchase that involves Contactless Transaction Processing and accepts the risks associated with it. Notwithstanding paragraph (a) above, the Cardholder shall undertake to be liable for all transactions involving Contactless Transaction Processing regardless of whether or not a transaction was authorised by the Cardholder.

3.2 Cash Advance

- (a) Where a transaction authorised by the Cardholder is for Cash Advance, the 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 by the Bank or Mastercard/Visa Member Banks, as the case may be.

Where applicable, Cash Advances may be made available to the Cardholder in Malaysia or such other countries (as shall be approved from time to time).

- (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 Cardholder under recurring payment or standing instruction (scheduled or otherwise) through any billing channel subscription or payment arrangement between the Cardholder 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 Cardholder 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 Cardholder's billing channel subscription or payment arrangement

with the Merchant until such cancellation and/or termination is directly made by the Cardholder with the Merchant accordingly.

- (d) Notwithstanding the Bank's right in paragraph (b) above, the Cardholder shall be responsible to update Card details under the Cardholder'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 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 Cardholder shall not disclose the TAC to any person under any circumstances or by any other means whatsoever. The Cardholder is fully liable for all online transactions effected by the use of the TAC.
- (c) The TAC will be sent via Short Message Service ("SMS") to the Cardholder's mobile phone registered with the Bank. The Cardholder will only receive TAC via SMS when outside Malaysia if the Cardholder's mobile phone is on roaming mode and the costs charged by the telco(s) shall be borne by the Cardholder.
- (d) In the event the 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 Cardholder should call AmBank Contact Centre 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 Cardholder if the 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 mentioned above.
- (e) In the event that the Cardholder requires or utilises 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 Cardholder is solely responsible for the Cardholder's computer, system, or any device from which the online transactions are performed and the Cardholder must comply with any of the Bank's requirements imposed from time to time in respect of the same.

4. Card Statement and How to make payments

4.1 Using the Card Statement

- (a) The Bank shall send a Card Statement to the Cardholder's last known address from the Bank's records and the Card Statement shall be deemed to have been received by the Cardholder within seven (7) business days after mailing. In the event the Cardholder opts to receive the Card Statement in the form of the Bank's electronic statement ("e-Statement"), the Card Statement will be sent to the Cardholder's last email address registered with the Bank within four (4) business days from the Card Statement Date and shall be deemed to have been received by the Cardholder. Upon receipt of the Card Statement, the Cardholder is 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 Card Statement if:
 - i. there is no outstanding amount payable to the Bank and/or there are no transactions in that particular month;
 - ii. the Card Statement sent to the Cardholder's last known address is returned to the Bank for three (3) consecutive months; and/or
 - iii. in the event of non-receipt of payment to the Card Account that leads to Card cancellation.
- (c) The Cardholder must report in writing to the Bank of any error in the Card Statement within fourteen (14) calendar days from the date of receipt or the Card Statement is deemed to have been received. If the Bank does not receive a written notification from the Cardholder within the aforesaid fourteen (14) calendar days of any error in the Card Statement, then the Cardholder 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 Card Statement will be considered conclusive and binding as against the Cardholder/ Cardholder's legal representatives/successors and the Cardholder shall therefore be precluded from making any claim against the Bank by alleging that the Card 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 received the Cardholder's written notification.

4.2 Making payment

- (a) Upon receipt of the Card Statement, the Cardholder is to pay the outstanding balance or the Minimum Monthly Payment to the Card Account on or before the Payment Due Date as stated in the Card Statement.
- (b) If the Cardholder fails to make payment in accordance with **Clause 4.2 (a)** above, the Bank is entitled to charge the Cardholder and the Cardholder shall be liable to pay the relevant charges as prescribed under **Clause 5** of this Agreement.
- (c) If the Cardholder has more than one Card issued on the Card Account, the Cardholder is required to make payment to each respective Card. Where there is a Supplementary Card, payment will need to be made separately for each Principal Card and Supplementary Card number in accordance to the Card number and amount payable for each Card. Late payment charges will be imposed on the 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 Cardholder 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 on the commission amount should the Cardholder fail to include it in the payment.
- (e) Payments made by the Cardholder to the Card Account will be used to pay off Card Service Tax and any Tax first, followed by Cash Advance, QuickCash, Monthly Instalments and revolving balance(s) attracting the highest Management Fee rate to the lowest Management Fee rate (the order will start from the earliest to the latest transaction date). Payment received will be applied towards settlement of the outstanding Management Fee followed by outstanding principal balance and fees and charges.
- (f) If the Cardholder has fully settled the preceding month's outstanding balance before or on its relevant Payment Due Date (as evidenced by the current month's Card Statement), the Cardholder will enjoy the benefit of the Management Fee Free Period in the current month for new retail transaction posted to the current month's Card Statement. If the Cardholder opts to pay a partial amount of the outstanding balance or the amount of the Minimum Monthly Payment from the previous Card Statement, Management Fee on retail transaction in the current month will be calculated from the day the transaction is posted to the Card Account.
- (g) If the Cardholder 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 Card 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 and for Supplementary Card(s) issued or renewed, and may be varied by the Bank from time to time.
 - ii. *Credit card-i service tax.* This is a charge for service tax (or other applicable taxes) imposed by any relevant authority.
 - iii. *Management fee.* The Fixed Management Fee (FMF) will be dependent on the Card type. The management fee may be increased or decreased from time to time. Such varied amount shall be binding on and payable by the Cardholder from such dates as may be determined by the Bank. Notwithstanding the Fixed Management Fee (FMF), each Card will be charged an Actual Management Fee (AMF) which is based on Cardholder's

balance outstanding in the Card Account. The management fee is based at the prescribed rate calculated on a daily rest basis in accordance to the Cardholder's payment record under 3 scenarios ("Tiered Management Fee") as set out in the Schedule of Fees & Charges in Appendix 1. The Tiered Management Fee does not apply to: (1) Cash Advance (2) QuickCash program.

Ibra' (Rebate)

- Notwithstanding the Bank's entitlement to charge the Fixed Management Fee (FMF) in full, the Bank may, at any time or from time to time, grant to the Cardholder a rebate on the Fixed Management Fee, the amount of which will be determined and calculated at the discretion of the Bank. Without prejudice to such discretion, the amount of the Ibra' if granted will be determined:

(a) based on the difference between the FMF and AMF at the relevant Statement Date; and

(b) where the AMF charged on the current outstanding balance is lower than FMF.

- 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 prescribed by the Bank up to a maximum sum set by the Bank and it shall be imposed after Payment Due Date. The late payment charges shall not be compounded.

In the event of cancellation of the Card, the late payment charge will continue to be charged as long as there is an unpaid outstanding balance due.

- v. *Excess limit fee.* This is a fee for any Excess Limit Service provided pursuant to **Clause 1A.2 (d)** and **Clause 1.2**. This fee shall be charged at a fixed amount if Credit Limit is exceeded.

- vi. *Cash Advance fee.* This is a fee for Cash Advance pursuant to **Clause 1A.2 (d)** and **Clause 3.2**. This fee shall be charged on any cash amount withdrawn at a fixed amount and shall be debited from the Card Account at the posting date of the Cash Advance.

Cash Advance Management Fee. In addition to the Cash Advance fee, a monthly management fee 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.

- vii. *Sales Draft retrieval fee.* This is a service fee for any request of a copy of the sales draft of a particular sale transaction made by the Cardholder.

- viii. *Additional Card Statement request fee.* This is a service fee for any request for duplicate copy of the Card Statement or for subsequent copies of the same Card Statement.

- ix. *Card replacement fee.* This is a service fee for any replacement of Card issued under the Card Account upon application by the Cardholder due to loss, damage or any other reasons for replacement.

- x. *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 Cardholder. The fee charged will vary according to the type of the feature, and shall be charged annually and debited from the Card Account upon enrolment.

- xi. *Balance transfer management fee.* Applicable for the Bank's balance transfer program, this is management fee on any balance transfer transactions at the Bank's prescribed rate calculated on a daily rest basis from the expiry of Special management fee term which shall be specified under the program, and will be chargeable until full payment is received and credited into the Card Account.

- xii. *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 Cardholder to the Bank in the Card Account.

- xiii. *QuickCash Management Fee.* In the event of the monthly principal instalment amount and the monthly management fee instalment amount is not paid in full on the payment due date, the Cardholder will be liable for a management fee calculated on a daily rest basis on the outstanding balances.

- (b) In the event of the cancellation of the Card or termination of this Agreement whether by the Bank or the Cardholder, 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 Cardholder.

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 at the sole discretion of the Bank subject to Shariah principles with prior notice of at least twenty one (21) calendar days. The Cardholder is responsible for checking the latest fees, rates, taxes and charges in the official website of the Bank or via the Bank Card Centre.

6. Card Benefits and Privileges

- (a) The Card may provide for programmes covering rewards, deals and promotions, which will involve the Bank's Merchants and Partners. For Cards with reward programmes, the terms and conditions of the programmes are set out in the Appendix 2 to this Agreement.
- (b) For a selected or specialised Card, the Card may include optional features which the Cardholder may enrol for all or any of the features provided, subject to the applicable Optional feature fee pursuant to **Clause 5**. The Cardholder 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 specialised Cards, which is also made available at www.ambank.com.my.

7. Card & PIN Security and Lost/Stolen Card

7.1 Information provided and updated by Cardholder

- (a) For the purposes of the Bank maintaining and facilitating the Card Account, the use of the Card and the delivery of PIN and Card Statement, the Cardholder shall ensure that all information provided by the Cardholder to the Bank (including on behalf of the Supplementary Cardholder, if applicable) is accurate, up-to-date and conducted in a safe and secure manner.
- (b) The Cardholder shall update his or her information particulars at the Bank's request for the Bank's record, verification and security purposes from time to time.
- (c) The Cardholder shall notify the Bank in writing or contact the AmBank Contact Centre of any changes in the Cardholder's or the Supplementary Cardholder(s) residential address, telephone number(s) or change of employment or business and the Bank shall affect the change within twenty (21) business 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 Cardholder's or the Supplementary Cardholder's consent, the Cardholder and/or the Supplementary Cardholder shall be liable for any use of the Card by that third party or anyone else, even if the Cardholder or the Supplementary Cardholder has not authorised the transaction, until the Bank receives notification and instruction from the Cardholder and/or Supplementary Cardholder to suspend and/or cancel its use.
- (b) A PIN is strictly confidential and shall be kept secure by the Cardholder and should not be disclosed to anyone under any circumstances or for any reasons whatsoever. The Cardholder shall:
 - i. destroy any PIN notification advice/mailed 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 unauthorised transactions from the use of the Card by any third party;
 - v. be advised not to use the date of birth, identity card number or mobile number as the PIN;
 - vi. notify the issuer immediately upon receiving short message service (SMS) transaction alert if the transaction was unauthorised; and
 - vii. 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 Cardholder must undertake all reasonable care and precaution to prevent loss or theft of the Card.
- (b) The Cardholder is obligated to inform the Bank, or if outside Malaysia, to inform any member institution, Mastercard International and/or Visa International (whichever is applicable) immediately in writing if the Card is lost or stolen. The Cardholder must immediately lodge a police report and forward a copy of the report to the Bank.
- (c) If the Card reported lost/stolen is subsequently recovered, the Cardholder shall return the Card cut in half and punch a hole on the chip to the Bank immediately upon recovery.
- (d) For any unauthorised transactions made with the Cardholder's lost or stolen Card, the Cardholder may be liable to pay the amount transacted as follows :

- i. up to Ringgit Malaysia Two Hundred and Fifty (RM250) only, if the 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 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 Cardholder shall be liable for any loss due to any action of fraud perpetrated or instigated by the Cardholder and/or the Cardholder's 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. The Bank may (but is not required to) contact the Cardholder to check whether transactions have been properly authorised on the Card to prevent fraud and crime. The Bank shall not be liable for any loss (including loss of reputation) or damages whatsoever and howsoever caused by the Bank's exercise of its right for such purpose and under such circumstances.

8. Suspension and Cancellation of the Card

8.1 Suspension or Cancellation of Card by the Bank

- (a) The Bank may suspend the Card (temporarily withdrawing the Cardholder's right to use the Card) or cancel the Card (terminating the use of Card and this Agreement with Cardholder) under the Card Account at any time upon its discretion or upon the occurrence of any of the following events, with or without prior notice:
- i. if the Cardholder fails to perform and/or to observe any of the terms and conditions of this Agreement;
 - ii. if the Cardholder:
 - operates the Card Account improperly or unsatisfactorily;
 - operates his or her other banking account(s) with the Bank improperly or unsatisfactorily;
 - operates any card facilities or banking account(s) that the Cardholder 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 Cardholder (or to other party in which the Cardholder is a guarantor or chargor or assignor).
 - iii. if the Cardholder 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 Cardholder becomes insolvent or commits an act of bankruptcy;
 - v. if any legal order or judgment is issued by any courts of law or judicial bodies on or against the Cardholder 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 Cardholder's ability to perform his or her obligations under this Agreement or prejudice the payment of the outstanding amount or the Minimum Monthly Payment payable to the Bank under the Card Account;
 - vii. in the event of the Cardholder's death; and/or
 - viii. if the Card or PIN has been used for unlawful activity.
 - ix. In the event the Card is used by the Cardholder to purchase or use non-Halal merchandises and goods or services, it is the responsibility of the Cardholder himself and it is beyond the accountability of the Bank. The Bank shall also be entitled to terminate the Card immediately without prior notice or liability to the Cardholder if the Card is found to be used for non-Shariah compliant transactions.

- (b) In furtherance to **Clause 8.1** (a) above, any suspension or cancellation of the Card by the Bank:
- i. if notified or subsequently informed to the Cardholder, shall not require or obligate the Bank to assign any reason whatsoever;
 - ii. if made effective on the Principal Cardholder shall also be effective on the Supplementary Cardholder;
 - iii. if due to the Cardholder's death being notified or informed by other party(ies), shall be subject to the Bank's authentication process, including a receipt of proof of demise;
 - iv. may affect other existing or active cards under any card facility(ies) granted by the Bank or under AmBank Group to the Cardholder and/or Supplementary Cardholder; and/or
 - v. shall not affect any other rights of the Bank under this Agreement.

8.2 Cancellation of the Card by the Cardholder

The Cardholder may terminate this Agreement to affect cancellation of the Card (and the Supplementary Card, if any) by giving a verbal instruction via AmBank Contact Centre, subject to the Bank's authentication process. However the Bank reserves the right to request for a written notice or confirmation of such termination and/or the return of the Card cut in half to the Bank Card Centre before the cancellation takes effect. The Cardholder 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 Cardholder, all monies owing to the Bank shall become due and payable immediately. The Cardholder 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 **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 cards facility(ies) granted by the Bank or under AmBank Group to the Cardholder or Supplementary Cardholder as long as there are any unpaid outstanding debts due from the cancelled Card or remaining 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 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 Cardholder's Information

(a) The Cardholder provides consent to the Bank to disclose, at the Bank's discretion, all/any information and documents relating to this Agreement, Cardholder's conduct and affairs in respect of the Card Account (collectively "the Cardholder'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 next of kin/administrator/executor/beneficiary of a deceased Cardholder or solicitors acting for them in intending to apply for a court order/who had applied for a court order, in respect of a deceased Cardholder's estate;

- v. any takaful companies, brokers and/or loss adjusters pursuant to any claims to be made by the Bank under such takaful policy in respect of the Cardholder or in relation to the Card or card facility(ies);
 - vi. the purposes of any legal suit/proceedings filed against the Bank by any third party in relation to this Agreement /Cardholder;
 - vii. the purpose of any legal suit/proceedings filed by the Bank against any third party for the recovery of its losses under this Agreement /from the Cardholder;
 - viii. 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 Cardholder/otherwise;
 - ix. 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;
 - x. 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;
 - xi. external professional advisors of the Bank and AmBank Group; and/or
 - xii. 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 Cardholder under this Agreement for the recovery of indebtedness, the Cardholder provides consent to the Bank to disclose the details, information related to the Cardholder and the cause papers related to the said legal proceedings to any credit reporting agency in Malaysia.

9.2 Privacy

- (a) The Cardholder is hereby reminded to read and understand the Privacy Notice of AmBank Group (which is available at www.ambank.com.my) and the clauses herein, as may relate to the processing of his / her personal information. For the avoidance of doubt, Cardholder agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- (b) In the event the Cardholder provides personal and/or financial information relating to third parties, including but not limited to information relating to the Cardholder's next-of-kin, dependants, directors, shareholders, officers, and security providers, for the purpose of opening or operating the Card with the Bank or otherwise subscribing to the Bank's products and services, the Cardholder:
- i. confirms that the Cardholder has 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. agrees to update the Bank in writing in the event of any material change to the said personal and financial information; and
 - iv. 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 Cardholder 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 Cardholder's behalf, the Cardholder agrees to the above said disclosures on behalf of the Cardholder 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 Cardholder agrees that other companies in the AmBank Group, their merchants and strategic partners may contact the Cardholder about products, services and offers, which the Bank and AmBank Group believe may be of interest or beneficial to the Cardholder.

- (e) The Bank and AmBank Group may communicate with the Cardholder through various channels, including telephone, e-mail, electronic / mobile messaging, facsimile or post, using the contact information Cardholder has provided.
- (f) The Cardholder may inform the Bank at any time if the Cardholder 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 : 03-2178 8888
 - E-mail : customercare@ambankgroup.com
 - Post : AmBank Contact Centre, P.O. Box No. 12617, 50784 Kuala Lumpur
- (g) The Cardholder's latest written instructions to the Bank will prevail. The Cardholder acknowledges that certain communications such as the Card 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 to the Cardholder.
- (h) The Bank may use a credit reporting agency to help make decisions, for example when the Bank needs to:
 - i. check details on applications for the Card, financing and financing-related or other facilities granted to the Cardholder;
 - ii. manage and review this Agreement or the Card Account; and/or
 - iii. recover debts owed by the Cardholder.
- (i) The Cardholder will be linked by credit reporting agencies to any other names the Cardholder uses or may have used, and any joint and several applicants. The Bank may also share information about the Cardholder and how the Cardholder manages the Card with relevant credit reporting agencies.
- (j) Even after the Cardholder has provided the Bank with any information, the Cardholder 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 at the Bank's discretion by providing twenty-one (21) calendar days written prior notice to the Cardholder.
- (l) This section shall be without prejudice to **Clause 9.1**, which provides 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 Cardholder 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 Cardholder is 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.

If the Cardholder is not agreeable to the amendments, the Cardholder shall notify the Bank in writing within the notice period starting from the date of notice issued to the Customer by the Bank and pay all sums due to the Bank in full. In the event the Cardholder continues to maintain to be bound by the Terms and Conditions twenty one (21) days after notice of amendment, the Cardholder shall be deemed to have accepted the amendments to the Terms and Conditions.
- (b) The Cardholder 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 Cardholder does not agree to such changes, the Cardholder is entitled to immediately terminate this Agreement or effect cancellation of the Card 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 Cardholder (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 Cardholder.

11. Anti-Money Laundering, Anti-Terrorism Financing And Proceeds Of Unlawful Activities Act 2001 And The Strategic Trade Act 2010

11.1 The Cardholder represents and warrants that:

- (a) unless and until the Cardholder notifies the Bank to the contrary in writing :
 - i. the Cardholder is the principal debtor in relation to the facility;
 - ii. no person other than the Cardholder has or will have any interest in the facility; and
 - iii. all monies which will be paid to the Bank, all collateral and/or guarantees in favour of the Bank to secure the facility (if any) shall come from a lawful source of activity and not unlawful activities, as defined under the AntiMoney Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act, 2001 ("AMLATFA") or in contravention of the Strategic Trade Act 2010 ("STA").
- (b) on notification that the Cardholder is an intermediary for other persons :
 - i. the Bank may require, and the Cardholder agrees and undertakes to provide verification of the identity of the beneficiary and such other information as the Bank may require, including but not limited to certified true copies of any authorisation to act or documents that may be required for the purposes of verifying the information provided by the Cardholder, which copies may thereafter be retained by the Bank;
 - ii. the Cardholder further declares and certifies that the necessary "know-your-customer" checks have been conducted including but not limited to the identity, existence, address and nature of the business of the beneficiary, it being confirmed by the Cardholder that the monies, funds or collateral are from a lawful source of activity and not unlawful activity as defined under the AMLATFA or in contravention of the STA; and
 - iii. it is further hereby clearly agreed and understood that the provision of details of the Cardholder's beneficiary shall not make the Cardholder's beneficiary a client of the Bank and the Bank shall be entitled to hold the Cardholder as the principal debtor.

11.2 In addition to Clause 11.1 (a) and (b) hereof, the Cardholder hereby agrees and undertakes irrevocably and unconditionally that:

- (a) the Cardholder shall disclose and furnish to the Bank any information required or deemed necessary and to the satisfaction of the Bank in a timely manner within the period specified by the Bank, whether or not for purposes of complying with laws, rules, regulations, directives and guidelines of Bank Negara Malaysia ("BNM") and/or given, made or established by the Bank;
- (b) pending receipt of information by the Bank from the Cardholder and until received and verified thereof to the satisfaction of the Bank and/or the relevant authorities, the Bank shall neither be obliged to proceed with any transactions or disbursements nor accept any monies, funds or collateral ("Assets"). In relation to Assets already in the possession of the Bank, the Bank shall be entitled (and authorised) to retain the Assets for the time being; any Assets requested to be returned to the Cardholder or any other party shall be returned to the Cardholder or any other party after the Bank receives satisfactory clearance from the relevant authorities;
- (c) the Cardholder will not use the facility for money laundering or violate any laws relating to money laundering as defined under the AMLATFA or in contravention of the STA; and
- (d) in no event shall the Bank or companies within the AmBank Group be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of the Bank's exercise of its duties under the laws for the time being in force, in particular but not limited to its statutory duties under the AMLATFA or STA.

11.3 In the event the payment of the Card by the Cardholder is at any time or from time to time after the release and discharge of the Cardholder's obligations in this Agreement by the Bank, found to be from an unlawful source of activity or instrumentalities of an offence as defined under the AMLATFA or in contravention of the STA, the Cardholder agrees and acknowledges that:

- (a) the release and the discharge of the Cardholder's obligations under this Agreement shall be automatically deemed to be invalid from the date it is established that the source of payment of the Card falls within the ambit of the AMLATFA or in contravention of the STA and the Cardholder shall continue to be liable to the Bank under the terms of this Agreement notwithstanding any document issued and/or executed by the Bank to release and discharge the Cardholder; and
- (b) the Cardholder shall indemnify the Bank for any losses, damages, costs, fees and charges incurred by the Bank as a result of contravention by the Cardholder of the provisions of the AMLATFA and/or the STA.

12. General Terms

- (a) *Law* – This Agreement shall be governed by and construed in accordance with the laws of Malaysia and Cardholder agrees to submit to the exclusive jurisdiction of the Courts of Malaysia. This agreement is intended to be wholly Shariah-compliant. The Cardholder and the Bank agree that their respective rights and obligations herein are intended to be and subject to and in conformity with Shariah (such Shariah as determined by the Bank's Shariah Committee or the Shariah Advisory Council of Bank Negara Malaysia). The Cardholder hereby further agrees that the Card shall not be used for unlawful activities or non-Shariah compliant transactions.
- (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 any suspension or cancellation of the Card by the Bank.
- (e) *Islamic Financial Services Act 2013* – The Cardholder (and the Supplementary Cardholder if any) shall indicate on the application forms if he or she is a connected party pursuant to the "Guidelines on Credit Transactions and Exposures with Connected Parties for Islamic Banks" in relation to Section 57 of the Islamic Financial Services Act 2013. If there is no indication or affirmation is made on the application form, the Cardholder and the Supplementary Cardholder shall be deemed to be a non-connected party.
- (f) *Indemnity* – (a) To the extent permitted by law and the Bank not being in breach of this Agreement or is negligent, the Cardholder agrees to indemnify the Bank for any claim, loss or damage, costs and expenses, and fees and charges which the Bank may incur due to breach of any terms and conditions of this Agreement (including out of the enforcement of such terms and conditions against the Cardholder).
- (g) *Force Majeure* – To the extent permitted by law, the Bank shall not be liable to the Cardholder 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, or any matter beyond the control of the Bank.
- (h) *Right to Set-Off* – The Cardholder agrees that the Bank may at any time upon its discretion exercise its right to set-off:
- combine or consolidate all or any banking account(s) belonging to the Cardholder. This include accounts in the name of the Bank or held jointly by the Cardholder with others, where such joint account is maintained in the Cardholder's name (whether deposit account, investment account, financing or any other nature whatsoever and whether subject to notice or in whatever currency);
 - transfer any sum standing to the credit of any such account(s) in or towards the satisfaction of all the Cardholder's liabilities to the Bank, including and not limited to the settlement of the debit balance due under the Card Account;
 - suspend and/or prohibit any withdrawals from any of the Cardholder's deposit and investment account maintained with the Bank.
- The Bank shall give a notice of seven (7) calendar days to the Cardholder of its intention to exercise its right to set-off (including to transfer any credit balance in the Cardholder's deposit and investment account towards payment of the debit balance in the Card Account).
- (i) *Address* – Any correspondence or notice to the Cardholder shall be delivered by hand or sent by prepaid registered post to the Cardholder's address stated in the Card application form or to any new address notified by the Cardholder to the Bank from time to time. Any delivery by mail shall be deemed to have been duly received by the Cardholder within five (5) business days of posting. Failure on the Cardholder's part to notify any change of address which results in delay or return of the Card Statement, correspondences and notices shall not prejudice the Bank's rights and entitlement under this Agreement.
- (j) *Service of Legal Process* – The Cardholder 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 Cardholder's address(es) stated in the Card application form or to the address(es) notified by the Cardholder 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 Cardholder'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-income 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 Cardholder. However, in the event of any legal proceedings initiated against the Cardholder such as bankruptcy 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 Cardholder.
- (m) *Certificate of Indebtedness* – A certificate signed by an authorised officer of the Bank as to the monies for the time being due and owing to the Bank from the Cardholder shall be conclusive evidence and proof that the amount is due and owing by the Cardholder to the Bank, as long as there are no manifest errors.
- (n) *Binding Effect* – The Cardholder's obligations shall be binding on the 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 Cardholder at the Bank's website or upon request.
- (q) *Updates* – The Cardholder is 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 Cardholder.

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

Phone : 03-2178 8888

Priority Line for Premium Cardholders (Visa Signature/World Mastercard/Visa Infinite Card):

Phone : 03-2178 6600

E-mail : customercare@ambankgroup.com

REMINDER: The Cardholder is hereby reminded to read and understand the terms and conditions of this Agreement before signing the application. The Cardholder is hereby advised to seek and obtain independent legal advice. If the Cardholder does not understand any of the terms and conditions, the Cardholder is advised to discuss with any of the Bank's staff or authorised representative.

APPENDIX 1

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

SCHEDULE OF FEES AND CHARGES (applicable for all AmBank Islamic Credit Cards)

(AmBank SIGNATURE Priority Banking Credit Card-i, AmBank Islamic Visa Infinite Card-i, AmBank Islamic World Mastercard Card-i, AmBank Islamic Visa Signature Card-i, Al-Taslif Card-i (Platinum/ Gold), CARz Card-i (Platinum/ Gold))

Item	Fee												
Annual Fees	<table border="1"> <thead> <tr> <th>Card Type</th> <th>Principal Card</th> <th>Supplementary Card</th> </tr> </thead> <tbody> <tr> <td>Infinite/World/Signature/Platinum Cards</td> <td rowspan="2">Free For Life with no conditions</td> <td>Free for Life for 3 supplementary cards, 4th supplementary card onwards : RM188</td> </tr> <tr> <td>Gold</td> <td>Free for Life for 3 supplementary cards, 4th supplementary card onwards : RM75</td> </tr> </tbody> </table>	Card Type	Principal Card	Supplementary Card	Infinite/World/Signature/Platinum Cards	Free For Life with no conditions	Free for Life for 3 supplementary cards, 4th supplementary card onwards : RM188	Gold	Free for Life for 3 supplementary cards, 4th supplementary card onwards : RM75				
Card Type	Principal Card	Supplementary Card											
Infinite/World/Signature/Platinum Cards	Free For Life with no conditions	Free for Life for 3 supplementary cards, 4th supplementary card onwards : RM188											
Gold		Free for Life for 3 supplementary cards, 4th supplementary card onwards : RM75											
Credit Card-i Service Tax	RM25 per card (Principal and Supplementary Card)												
Minimum Monthly Payment	<p>i. 5% of total *outstanding balance (if any); *outstanding Balance refers to retail transactions (if any) + Cash Advance (if any) + Management Fee and other fees (if any).</p> <p>ii. 100% Card Service Tax and Tax (if any);</p> <p>iii. 100% Monthly Instalments (if any) (including monthly instalments for Auto Balance Conversion, Balance Transfer, QuickCash, Flexi Payment Plan, Easy Payment Plan and other instalment plans available from time to time);</p> <p>iv. 100% past due amount (if any).</p> <p>v. 100% of any overlimit amount (refers to amount which exceeds the prescribed Credit Limit or the assigned Credit Limit)</p> <p>OR minimum of RM50, whichever is higher.</p>												
Fixed Management Fee (FMF) <i>*Note: Charges do not apply to Cash Advance and QuickCash Programme</i>	<p>With <i>Ujrah</i>, the FMF will be dependent on the Card type:</p> <table border="1"> <thead> <tr> <th>Card Type</th> <th>Monthly FMF</th> </tr> </thead> <tbody> <tr> <td>Gold</td> <td>RM900</td> </tr> <tr> <td>Platinum</td> <td>RM3,750</td> </tr> <tr> <td>Visa Signature/ World Mastercard/ Visa Infinite</td> <td>RM15,000</td> </tr> </tbody> </table>	Card Type	Monthly FMF	Gold	RM900	Platinum	RM3,750	Visa Signature/ World Mastercard/ Visa Infinite	RM15,000				
Card Type	Monthly FMF												
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Visa Signature/ World Mastercard/ Visa Infinite	RM15,000												
Tiered Management Fee *	<p>a) 1.25% per month or 15% per annum only if you have promptly settled your Minimum Monthly Payment for 12 consecutive months;</p> <p>b) 1.42% per month or 17% per annum only if you have promptly settled your Minimum Monthly Payment for at least 10 months in a 12-month cycle; or</p> <p>c) 1.5% per month or 18% per annum if your payment record is not within (a) or (b) above.</p>												
Management Fee Free Period	Twenty (20) calendar days from statement date, provided there is no outstanding balance in the Credit Card Account (not applicable to Cash Advance and Balance Transfer or QuickCash).												
Late Payment Charge	<p>1% of the balance outstanding due up to a maximum of RM100.</p> <p>Illustration:</p> <table border="1"> <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)</td> <td>RM100</td> <td>RM8</td> </tr> </tbody> </table>	Scenario	1	2	Outstanding balance	RM12,000	RM800	Late Payment Charge (1% x outstanding balance)	RM120	RM8	Actual Charge (Max)	RM100	RM8
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Outstanding balance	RM12,000	RM800											
Late Payment Charge (1% x outstanding balance)	RM120	RM8											
Actual Charge (Max)	RM100	RM8											

APPENDIX 1

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

Item	Fee
Excess Limit Fee	RM50
Cash Advance/QuickCash Management Fee	A management fee at a rate of 1.5% per month or 18% per annum calculated on a daily rest basis shall be imposed on the Cash Advance Amount and/or QuickCash monthly instalment from the date the Cash Advance is made and/or QuickCash monthly instalment is billed until full payment is received and credited into the Card Account.
Cash Advance Fee	RM50 for each cash advance transaction
Balance Transfer (after expiry of the special management fee term)	A management fee as per Tiered Management Fee is calculated on a daily rest basis on balance transfer transaction from the expiry of the special management fee term and will be chargeable until full payment is received and credited into the Card Account.
Card Replacement Fee	RM25 per card
Sales Draft Retrieval Fee	RM20 per copy. All records and entries in the card statements shall be deemed correct and binding on the Cardholder unless the Cardholder notifies the Bank in writing of errors in the card statement not later than 14 calendar days from the date of card statement.
Duplicate Statement Request Fee	RM5 per copy (first request) RM10 per copy (subsequent request for the same monthly statement)
Monthly Statement Fee	Hardcopy statement delivered to mailing address: RM12 per annum eStatement: FREE of charge
Overseas Transaction the Conversion Fee	Transactions outside Malaysia will be converted to Ringgit Malaysia on 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 the Bank 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 Cardholder. The information provided in this Agreement is valid from 8 September 2021 until the next update. Kindly visit ambank.com.my for the latest information.

APPENDIX 2

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

AmBonus Reward (applicable to Cards with AmBonus Points only)

- (a) For every RM1 charged to the Card for new retail purchases, one (1) AmBonus Point will be rewarded to Cardholder.
- (b) AmBonus Points are applicable to retail spending only. Management Fees, Cash Advance fees, balance transfers, quasi cash, other fees and charges imposed by the Bank and outstanding balances brought forward from the previous month are excluded from AmBonus Point computation. AmBonus Points are not applicable for the following transactions:
 - a) any purchase at petrol stations;
 - b) any payment for charity under the designated Merchant Category Code (MCC) 8398; and
 - c) any government-related payments under the designated MCC below:- 9211, 9222, 9223, 9311, 9399, 9402, 9405
- (c) AmBonus Points earned on Supplementary Cards are computed separately. AmBonus Points earned will be reflected in the Card Statement.
- (d) Different AmBonus Point rates shall apply for selected card programmes at such rates, which the Bank may stipulate from time to time with prior notice of at least twenty-one (21) calendar days.
- (e) 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 utilised before the reversal, the Bank shall have the right to debit the Card Account for the equivalent monies.
- (f) 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 Statement. Any unused or unutilised AmBonus Points will be automatically forfeited after the validity period.
- (g) Upon cancellation of the Card, whether effected by the Bank or by Cardholder, the unutilised AmBonus Points shall be forfeited and not redeemable by Cardholder.
- (h) Redemption of AmBonus Points can be made by the Cardholder through a redemption form made available by the Bank at www.ambank.com.my or by contacting AmBank Contact Centre. Alternatively, on-the-spot redemption can be made at any participating Merchant.