Cardholder Agreement

This Cardholder 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 (M) Berhad ("the Bank") is the credit provider for the credit card's Card Account. You accept the Bank's offer to provide credit on the terms and conditions contained in this Agreement when you first use your Card.

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, "UnionPay Online Payment (UPOP)" 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/UnionPay/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/UnionPay/Visa Member Banks.
"Card"	a Mastercard, UnionPay 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 opened 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) 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 from the Card Account in any form including through ATM, over-the-counter transaction, online transfer to any bank or financial institutions' saving or current account, purchase of travelers cheques, foreign currency exchange, money order and quasi cash transaction representing a Merchant's sale of items (including casino chips, lottery tickets and digital currency i.e cryptocurrency or related/similar cryptocurrency) and other such transactions as determined by the Bank or Mastercard or Visa or Union Pay from time to time.
"Credit Limit"	the prescribed spending limit set by the Bank in respect of the Cardholder's Card Account.
"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 (20) calendar days from the posting date of all retail transactions paid with the credit card, 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 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 Card Statement which is required to be paid by the Cardholder by the Payment Due Date, which is: 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) (including monthly instalments for Auto Balance Conversion, Balance Transfer, Quick Cash, 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); **OR** minimum of RM50, whichever is higher.
"Partners"	a business establishment or company who partners with 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 Payment Due, 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 subject to the provisions of this Agreement 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.
"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.
"UnionPay"	UnionPay International Co. Ltd., a company incorporated under the laws of China with its registered office at Floor 2-7, No. 6 Dongfang Road, Pudong New Area, Shanghai China (and includes its successors-in title and assigns) of which the Bank is a principal member.
"UnionPay Member Banks"	financial institutions which are members of UnionPay.
"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.

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 can 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. 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 the 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 inform the Cardholder. This temporary increase in Credit Limit granted to the Cardholder shall not be construed as a permanent increase of the Cardholder's credit limit. An Excess Limit charge shall be imposed in this temporary increase in Credit Limit pursuant to **Clause 5**.

(c) If the Cardholder choose 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 authorization (Mastercard/UnionPay/Visa) service that is required for use if or when the Bank's authorization processor is unavailable.

ii. interest, fees and charges imposed by the Bank.

iii. auto-debit transactions.

In respect of item (iii) above, excess limit charge will still 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 and the Cardholder shall be given twenty-one (21) calendar days prior notice.

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/UnionPay/Visa, for all amounts which the Bank and/or Mastercard/UnionPay/Visa incur as a result of such use.

(d) Notwithstanding (c) 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) above shall not be used as a defense to refuse payment to the Bank.

(e) 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 an additional card to the Supplementary Cardholder is at the Bank's discretion.

(f) 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.

(g) 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.

(h) The Cardholder shall adhere and be bound by all instructions contained in the PIN advice notification/mailer that comes along with the PIN, subsequent to the mandatory change of PIN as provided in (g) above, the 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.

(i) 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.

(j) 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.

(k) The Principal Cardholder shall be liable for all transactions, charges, fees, interest, late payment charges and other costs and incidental expenses effected using the Card and Supplementary Card(s) and debited to 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 honored by financial institutions and the Merchants displaying the appropriate credit card symbol 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 honor 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 obligation to make payment of any amount due (other than the disputed amount pending investigation results of the dispute). 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 claims 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/UnionPay/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/UnionPay/Visa at such exchange rate as determined by Mastercard/UnionPay/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 transaction, 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, it is destroyed or rendered unusable, 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 purpose 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 reasonable 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 authorized 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", "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/UnionPay/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 authorize 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 accept 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 authorized by the Cardholder.

3.2. Cash Advance

(a) Where a transaction authorized 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/UnionPay/Visa Member Banks, as the case may be.

Where applicable, Cash Advance 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")/AmSecure 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 Messaging 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 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 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 herein mentioned.

(e) In the event that the Cardholder 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 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 payment

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 or contact the Bank's Contact Centre in the event 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 Payment Due 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 levied 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, Quick Cash, Monthly Instalments and revolving balance(s) attracting the highest interest rate to the lowest interest rate (and in the case of same interest rate, the order will start from the earliest to the latest transaction date) Payment received will be applied towards settlement of the outstanding finance charges (or interest) 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 Interest 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 Payment Due from the previous Card 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 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 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 Cardholder'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 apply to all except (1) Cash Advance (2) QuickCash program (3) Late Payment Charges.

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 charge 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. *Excess limit charge*. This is a fee for any Excess Limit Service provided pursuant to **Clause 1.2**. This fee shall be charged at a prescribed rate of the amount above the assigned Credit Limit or a minimum sum (whichever is higher) if Credit Limit is exceeded.

vi. *Cash Advance fee.* This is a fee for Cash Advance pursuant to **Clause 3.2**. This fee shall be charged based on the amount of cash withdrawn from the Card Account at the rate or a 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.

vii. *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.

viii. *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.

ix. *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 into the Card Account upon enrollment.

x. *Balance transfer interest charge*. Applicable for the Bank's balance transfer program, this is an interest charge on any balance transfer transactions at the Bank's prescribed rate calculated on a daily rest basis from the expiry of Special Interest Rate Term which shall be specified under the program and will be chargeable until full payment is received and credited into the Card Account.

xi. *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.

xii. *QuickCash finance charge*. In the event of the monthly principal installment amount and the monthly interest installment amount is not paid in full on the payment due date, the Cardholder will be liable for a finance charge 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 anytime and/or from time to time at the discretion of the Bank with prior notice of at least twenty one (21) calendar days. The Cardholder is advised to check 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 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 Cards with Partners reward program, the terms and conditions of the program are set out in the respective Cards specific terms and conditions and shall be read together with and supplementary to this Agreement.

(c) For a selected or specialized Card, the Card may include optional features which the Cardholder may enroll 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 specialized 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 Card usage 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 Bank's 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 one (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 authorized the transaction, until the Bank received 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/mailer 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, UnionPay International and/or Visa International (whichever is applicable) immediately in writing or contact the Bank's Contact Centre 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 unauthorized transactions made with the Cardholder's lost or stolen Card, the Cardholder may be liable to repay 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 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 the occurrence of any of the following events, with reasonable 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 repayment of the outstanding amount or the Minimum Payment Due 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.

(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.

(c) Notwithstanding any provision herein and without prejudice to any other rights or remedies available to the Bank, the Bank shall be entitled, at any time and its discretion, to suspend, withhold, defer, refuse, or cancel any credit card facility or credit card transaction (whether in whole or in part) if the Bank in good faith reasonably believes and is satisfied that extension of credit may result in the Bank to be in breach of any applicable laws, regulations, sanctions requirements, court orders or internal policy requirements. For the avoidance of doubt, the Bank shall not be liable for any loss, damage, cost, claim, or delay arising from or in connection with any suspension, withholding, deferments, refusal, or cancellation of any credit card facility or credit card transaction.

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 the Bank 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 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 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 12 (h)**; and/or

iv. to place the Card Number on the Cancellation Bulletin and circulate it to all Merchants and/or Mastercard/UnionPay/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/UnionPay/Visa Member Banks, Mastercard/UnionPay/Visa and any other member institution of Mastercard/UnionPay/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 insurers, brokers and/or loss adjusters pursuant to any claims to be made by the Bank under such insurance 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 with law and regulations.

(b) In the event any legal proceedings are 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, Cardholder agree 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

Website : ambank.com.my

(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, credit and credit-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 through any one or more of the following means:

a. notice on the notice board / any conspicuous section of the Bank's branches;

b. notice on the display screen of the Bank's electronic terminals;

c. notice on the Bank's website;

d. notice in the periodic statement of account sent to the Customer; and/or

e. notice in writing in the Bank's preferred format to the Customer's address as per the Bank's records.

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 affect 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 outstanding amount 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 outstanding amount 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.

(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) 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" in relation to Section 42 of the 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 - To the extent permitted by law and the Bank not being in breach of this Agreement or is negligent, the Cardholder 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 Cardholder 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 of electrical failure.

(h) Right to Set-Off - The Cardholder agrees that the Bank may at any time upon its discretion exercise its right to set-off:

i. combine or consolidate all or any banking account(s) belonging to the Cardholder. This includes 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 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 Cardholder'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 Cardholder's current and deposit accounts 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 current and deposit account towards payment of the debit balance in the Card Account).

(i) *Notice* - Any correspondence or notice to the Cardholder may be delivered by the Bank through any of the following means:

a. by ordinary post or by personal delivery to the Cardholder's last known address as recorded in the Bank's records;
b. by electronic mail (e-mail) to the Cardholder's registered e-mail recorded in the Bank's system;
c. short-messaging system (SMS) to the Cardholder's registered mobile number recorded in the Bank's system; or
d. through the Bank's Electronic Banking Services.

Any correspondence, notice, statement or other communication shall be deemed duly served on the Cardholder:

a. where sent by ordinary post, on the seven (7) calendar days after the date of posting,
b. where delivered by hand, on the date of delivery;
c. where sent by e-mail, on the date and time the e-mail is sent;
d. where delivered by SMS, on the date and time the SMS is sent; and/or
e. where sent by Electronic Banking Services, on the date and time such communication is made available or posted through such services.

The Cardholder shall promptly notify the Bank of any change in the Cardholder's address, e-mail address, mobile telephone number or other contact details. Any failure by the Cardholder to do so resulting in any delay, non-delivery or return of any correspondences and/or notices shall not affect the validity of such service or prejudice the Bank's rights, powers or remedies 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 - Under limited circumstances where it is reasonably necessary such as but not limited to when the Cardholder's account has become impaired due to relevant ongoing legal proceeding, or when there is residual monies after deducting the amount due by the Cardholder, 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 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.

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

Phone : 03-2178 8888

Priority Line for Premium Cardholders

(Visa Infinite Card/ World Mastercard/Visa Signature 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

AmBank Cards : All AmBank Credit Cards except AmBank M-Signature Card, AmBank M-Platinum Card, AmBank M-Gold Card and TRUE Card
M-Cards : AmBank M-Signature Card, AmBank M-Platinum Card, AmBank M-Gold Card
Others : TRUE by AmBank Visa Credit Card (TRUE Card)

<table>
<tr><th>Item</th><th>AmBank Cards / M-Cards / TRUE by AmBank Visa Credit Card (TRUE Card)</th></tr>
<tr><td>Minimum Monthly Payment</td><td>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) (including monthly instalments for Auto Balance Conversion, Balance Transfer, Quick Cash, 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),
OR minimum of RM50, whichever is higher.</td></tr>
<tr><td rowspan="2">Tiered Finance Charges*
*Note:
Charges apply to all except Cash Advance, QuickCash Programme and Late Payment Charges</td><td>a) 1.25% per month or 15% per annum only if you have promptly settled your Minimum Payment Due for 12 consecutive months;
b) 1.42% per month or 17% per annum only if you have promptly settled your 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.</td></tr>
<tr><td>Applicable for TRUE Cards only:
a) For Year 1, it is 7.99% per annum for all Cardholders.
b) For Year 2 onwards, it is 1% per month or 12% per annum if you have promptly settled your Minimum Payment Due for at least 10 months in a 12-month cycle; or
c) For Year 2 onwards, it is 1.5% per month or 18% per annum if you have not promptly settled your Minimum Payment Due in the previous month.</td></tr>
<tr><td>Interest Free Period</td><td>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).</td></tr>
<tr><td>Late Payment Charge</td><td>1% of the balance outstanding due or a minimum of RM10 (whichever is higher) up to a maximum of RM100.
Illustration:
<table>
<tr><th>Scenario</th><th>1</th><th>2</th></tr>
<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>
</table></td></tr>
<tr><td>Excess Limit Charge</td><td>Fixed excess limit fee of RM6 plus the applicable Sales and Service Tax (SST) of 8%.</td></tr>
<tr><td>Cash Advance/ QuickCash Finance Charge</td><td>A finance charge at a rate of 1.5% per month or 18% per annum is calculated on a daily rest basis shall be imposed on the Cash Advance amount and/or QuickCash monthly installment from the date the Cash Advance is made and/or QuickCash monthly installment is billed until full payment is received and credited into the Card Account.</td></tr>
<tr><td>Balance Transfer
(after expiry of Special Interest Rate Term)</td><td>A finance charge as per Tiered Finance Charges is calculated on a daily rest basis on balance transfer transactions from the expiry of the Special Interest Rate Term will be chargeable until full payment is received and credited into the Card Account.</td></tr>
<tr><td>Card Replacement Fee</td><td>RM12 plus the applicable SST of 8% per Card</td></tr>
</table>

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 from August 2026 until the next update. Kindly visit ambank.com.my for the latest information.

Appendix 1.1
(in reference to Clause 5.1 (a) of this Agreement)

Schedule of Fees and Charges

<table>
<tr><th>Item</th><th>AmBank Credit Cards
(Applicable for all AmBank Credit Cards except AmBank TRUE Card)</th><th>TRUE Card</th></tr>
<tr><td>Annual Fees</td><td>
<table>
<tr><th>Card Type</th><th>Principal Card</th><th>Supplementary Card</th></tr>
<tr><td>AmBank UnionPay Platinum</td><td>RM450.00</td><td rowspan="16">Free For Life with no conditions</td></tr>
<tr><td>AmBank Enrich Visa Platinum</td><td>Free For Life with no conditions</td></tr>
<tr><td>AmBank Enrich Visa Infinite</td><td>RM500.00
Annual Fee is waived upon meeting the following Total Annual Spending*:

<table><tr><th>Total Annual Spending*</th><th>Annual Fee Waiver</th></tr><tr><td>RM50,000.00 – RM99,999.99</td><td>50%</td></tr><tr><td>RM100,000.00 & above</td><td>100%</td></tr></table>
*Total Annual Spending = Accumulated 12 months' retail transactions prior to Card's Annual Fee date. Applies to a combined total both Principal and Supplementary Cards.</td></tr>
<tr><td>AmBank BonusLink Visa Signature</td><td>RM550.00</td></tr>
<tr><td>AmBank BonusLink Visa Platinum</td><td>RM90.00</td></tr>
<tr><td>AmBank BonusLink Visa Gold</td><td>RM225.00</td></tr>
<tr><td>AmBank M- Signature</td><td>RM550.00</td></tr>
<tr><td>AmBank M- Platinum</td><td>RM21.00</td></tr>
<tr><td>AmBank M-Gold</td><td>RM7.00</td></tr>
<tr><td>AmBank Cash Rebate</td><td rowspan="3">Free For Life with no conditions</td></tr>
<tr><td>AmBank CARz Gold,
AmBank Cosway Gold,
AmBank Gold</td></tr>
<tr><td>All other AmBank Credit Cards</td></tr>
</table>
</td><td>
<table>
<tr><th>Card Type</th><th>Principal Card</th><th>Supplementary Card</th></tr>
<tr><td>TRUE Card</td><td>Free For Life with no conditions</td><td>Free For Life with no conditions</td></tr>
</table>
</td></tr>
<tr><td>Credit Card Service Tax</td><td colspan="2">RM25 per card per year (Principal and Supplementary Card)</td><td>RM25 per card (Principal and Supplementary Card)</td></tr>
<tr><td>Cash Advance Fee</td><td colspan="2">1.3% of the amount advanced plus the applicable SST of 8%</td><td>1.3% of the amount advanced plus the applicable SST of 8%</td></tr>
<tr><td>Duplicate Statement Request Fee</td><td colspan="2">RM5.00 plus the applicable SST of 8% per copy</td><td>RM5.00 plus the applicable SST of 8% per copy</td></tr>
<tr><td>Monthly Statement Fee</td><td colspan="2">Hardcopy statement delivered to mailing address: RM24.00 plus the applicable SST of 8% per annum
eStatement: No fee imposed</td><td>Hardcopy statement delivered to mailing address: RM24.00 plus the applicable SST of 8% per annum
eStatement: No fee imposed</td></tr>
<tr><td>Overseas Transaction Conversion Fee</td><td colspan="2">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, UnionPay International or Visa International plus a 1% foreign exchange conversion markup (previously known as administration cost) by AmBank on the converted Ringgit Malaysia amount.</td><td>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.</td></tr>
</table>

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 from August 2026 until the next update. Kindly visit ambank.com.my for the latest information.

APPENDIX 2

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

1. AmBonus Reward (applicable to Cards with AmBonus Points)

(a) For every RM1 charged to the Card for new retail purchases, one (1) AmBonus Point will be rewarded to Cardholder. The tracking of the retail purchase is based on the date the transaction is being posted on Cardholder's statement (Malaysian Time) and the Bank shall not be responsible in any manner whatsoever for any late posting to the Cardholder(s)'s Credit Card account by the merchants and/or any third party. Any late posting will result in the AmBonus Points being calculated in next statement cycle.

(b) AmBonus Points are applicable to retail spending only. For the avoidance of the doubt, the following transactions are excluded from AmBonus Points computation:

i. Interest, finance charges, Cash Advance fees, government service tax, any applicable tax or any other fees and/or charges imposed by the Bank;
ii. Balance Transfers, AmFlexi-Plus, QuickCash, Cash Advance and/or cash deposits;
iii. Outstanding balances brought forward from the previous month;
iv. Transactions made using the Prepayment amount. For avoidance of doubt, Prepayment is the amount paid by the Cardholder exceeding the total outstanding balance;
v. Any purchase at petrol stations including purchases of petrol, diesel and any other purchases made at the petrol kiosk/stations;
vi. Any payment for charity under the designated Merchant Category Code (MCC) 8398;
vii. Any government-related payments under the designated MCC:- 9211, 9222, 9223, 9311, 9399, 9402, 9405;
viii. Any transactions including direct debit from JomPay, FPX, Duitnow QR and/or any related payments without MCC code or MCC 0000;
ix. Any instalment payment plan transactions;
x. E-wallet transactions under the designated MCC 6540;
xi. Reversals, illegal transactions, fraudulent retail transactions and disputed transactions by the Cardholder.

(c) The Cardholder is entitled to the AmBonus Points on retail purchases of goods and services made with the Credit Card for purposes of personal consumption only and not for business/commercial purposes ("Permitted Category"). The Bank shall award the AmBonus Points only when the Bank deems the purchases to fall within this Permitted Category.

(d) AmBonus Points earned by Cardholder for the current month Card Statement will not be awarded to the Cardholder if the Cardholder fails to make the minimum payment due by the payment due date stated in the Cardholder's previous month Card Statement.

(e) AmBonus Points earned on Supplementary Cards are computed separately. AmBonus Points earned will be reflected in the Card Statement.

(f) Different AmBonus Point rates shall apply for selected card programs at such rates which the Bank may stipulate from time to time with prior notice of at least twenty one (21) calendar days.

(g) In the event the Bank is of the view that the Cardholder is not entitled for the AmBonus Points as stated in Clause 1(b), 1(c) and 1(d), the Bank reserves the right to reverse the allotment of any AmBonus Points. The reversal of the AmBonus Points shall also include any AmBonus Points that was previously awarded. If the Bank suspects or becomes aware that any of the transaction is not within the Permitted Category, the Bank's decision will be final and conclusive.

(h) 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.

(i) 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 unutilized AmBonus Points will be automatically forfeited after the validity period.

(j) Upon cancellation of the Card, whether affected by the Bank or by Cardholder, the unutilized AmBonus Points shall be forfeited and not redeemable by Cardholder.

(k) 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 Merchants.

2. Cash Back Reward (applicable to Cards with Cash Back Reward excluding AmBank CARz Card)

(a) Cash Back are awarded based on retail transactions. The tracking of the retail transactions is based on the date the transactions is being posted on Cardholder's statement (Malaysian Time) and the Bank is not responsible in any manner whatsoever for any late posting to the Cardholder(s)'s Credit Card account by the merchants and/or any third party. Any late posting will result in the Cash Back reward being calculated in next statement cycle.

(b) For the avoidance of the doubt, the following transactions are excluded from Cash Back reward computation:

i. Interest, finance charges, Cash Advance fees, government service tax, any applicable tax or any other fees and/or charges imposed by the Bank;
ii. Balance Transfers, AmFlexi-Plus, QuickCash, Cash Advance and/or cash deposits;
iii. Outstanding balances brought forward from the previous month;
iv. Transactions made using the Prepayment amount. For the avoidance of doubt, Prepayment is the amount paid by the Cardholder exceeding the total outstanding balance;
v. Any purchase at petrol stations including purchases of petrol, diesel and any other purchases made at the petrol kiosk/stations;
vi. Any payment for charity under the designated Merchant Category Code (MCC) 8398;
vii. Any government-related payments under the designated MCC:- 9211, 9222, 9223, 9311, 9399, 9402, 9405;
viii. Any transactions including direct debit from JomPay, FPX, DuitNow QR and/or any related payments without MCC code or MCC 0000;
ix. Any instalment payment plan transactions;
x. E-wallet transactions under the designated MCC 6540;
xi. Reversals, illegal transactions, fraudulent retail transactions and disputed transactions by the Cardholder.

(c) Cash Back earned by Cardholder for the current month Card Statement will not be awarded to the Cardholder if the Cardholder fails to make the minimum payment due by the payment due date stated in the Cardholder's previous month Card Statement.

3. Cash Rebate Reward (applicable to AmBank Carz Cards)

(a) Cash Rebate are awarded based on payments for petrol transactions at any petrol station in Malaysia charged to CARz Card. The tracking of the petrol transactions is based on the date the transactions is being posted on Cardholder's statement (Malaysian Time) and the Bank is not responsible in any manner whatsoever for any late posting to the Cardholder(s)'s Credit Card account by the merchants and/or any third party. Any late posting will result in the Cash Rebate reward being calculated in next statement cycle.

(b) Cash Rebate earned by Cardholder for the current month Card Statement will not be awarded to the Cardholder if:

i. transactions made using the Prepayment amount. For avoidance of doubt, Prepayment is the amount paid by the Cardholder exceeding the total outstanding balance;
ii. the Cardholder fails to make the minimum payment due by the payment due date stated in the Cardholder's previous month Card Statement.