

**Google Pay Terms and Conditions
For AFFIN Credit Card/-i and Debit Card/-i**

1. Terms

- 1.1. These terms and conditions govern the addition, access, and use of the Eligible AFFIN Card(s) in Google Pay through a compatible Android Device(s). ("T&C").
- 1.2. This T&C is a supplement to and is to be read together with:
 - 1.2.1. AFFIN Bank Credit Card cardmember Terms & Conditions;
 - 1.2.2. AFFIN Islamic Credit Card-i cardmember Terms & Conditions;
 - 1.2.3. AFFIN Visa Debit Card Terms & Conditions;
 - 1.2.4. AFFIN Islamic Visa Debit Card-i Terms & Conditions; and
 - 1.2.5. AFFIN Mastercard Debit Card Terms & Conditions

2. Definition

- 2.1. The following words and expressions shall have the following meanings, unless the context otherwise requires:
 - 2.1.1. **"Android Device(s)"** means any electronic devices including smart watches and smart phones with Google Pay features that can support the enrolment of Eligible AFFIN Card(s);
 - 2.1.2. **"Google Pay"** refers to the software application to be downloaded, installed, and accessed on the compatible Android device and the service(s) associated with Google Pay in accordance with this T&C;
 - 2.1.3. **"Eligible AFFIN Card(s)"** refers to AFFIN Bank Berhad and AFFIN Islamic Bank Berhad credit card/-i and debit card/-i issued by the Bank from time to time;
 - 2.1.4. **"the Bank"** refers to AFFIN Bank Berhad 197501003274 (25046-T) and /or AFFIN Islamic Bank Berhad 200501027372 (709506-V);
 - 2.1.5. **"Cardmember(s)"** refers to holder of Eligible AFFIN Card(s)

3. Use of Eligible AFFIN Card(s) via Google Pay

- 3.1. Google Pay is made available by Google and is only available on compatible Android Device(s).
- 3.2. Cardmember(s) can add the same Eligible AFFIN Card(s) to up to two (2) Android Device(s).
- 3.3. Google Pay is available to the Cardmember(s) to perform contactless payment using Eligible AFFIN Card(s) through compatible Android Device(s) at merchant terminals that accept Google Pay as a form of payment without presenting or using physical card.
- 3.4. The Cardmember(s) must select Google Pay as the default mobile wallet application on their Android Device(s)'s settings before making a payment.

4. Fees

- 4.1. The Bank does not impose any additional fees for the use of Google Pay beyond the existing fees and charges applicable to the Eligible AFFIN Card(s). However, please note that third-party fees may apply.
- 4.2. The Cardmember is responsible for all third-party fees associated with the use of Google Pay, including charges for data usage and text messaging, as well as any fees, charges, and expenses imposed by mobile phone service providers, telecommunications providers, internet service providers, and retailers.

5. Security and Cardmember's Responsibilities

- 5.1. The Cardmember(s) must ensure the utmost protection and confidentiality of all security measures and information pertaining to the use of the Eligible AFFIN Card(s) on their Android Device(s). This includes but not limited to passwords, passcodes, fingerprint recognition and other means of unlocking or authorizing payments with Google Pay.
- 5.2. The Cardmember(s) is solely responsible for maintaining the security and protection of their Android Device(s).
- 5.3. Any unauthorized transaction made using the Eligible AFFIN Card(s) via Google Pay will subject to the terms and conditions that govern the use of the Eligible AFFIN Card(s).
- 5.4. The Cardmember(s) agree to:

- 5.4.1. follow and adhere to the card security guidelines outlined in the STC (as defined in Clause 13.1) that govern the use of the Eligible AFFIN Card(s);
- 5.4.2. ensure the usage of Google Pay is in accordance with this T&C;
- 5.4.3. not disclose their Google Pay passcode to any other person, including any joint account holder or additional cardmember or family member or friend;
- 5.4.4. not record their Google Pay passcode in writing or on anything carried with the Android Device(s) or liable to loss or theft at the same time as the Android Device(s);
- 5.4.5. not allow any other person to see them entering the Google Pay passcode;
- 5.4.6. not act with extreme carelessness in failing to protect their Google Pay passcode;
- 5.4.7. not allow another person to use Google Pay on their Android Device(s) to make purchases or payments;
- 5.4.8. not leave the Android Device(s) unattended;
- 5.4.9. ensure that any security details to access their Android Device(s) or authorise a payment with Google Pay are protected at all times.
- 5.4.10. notify the Bank if the Cardmember's Android Device(s) on which the Eligible AFFIN Card(s) has been enrolled for use with Google Pay is lost or stolen; and
- 5.4.11. remove the Eligible AFFIN Card(s) and uninstall Google Pay from the Android Device(s) prior to disposing of the device.

6. The Bank's Responsibilities

- 6.1. The Bank shall not be accountable for Google Pay operation and functionality.
- 6.2. The Bank shall not be responsible or liable for any disruptions, malfunctions, failures, or any unavailability of Google Pay unless it is directly attributed to the Bank's actions or omissions.
- 6.3. The Bank shall not be responsible or liable for any loss whatsoever howsoever arising whether in tort, contract, or indemnity, in relation to the provision of Google Pay whether suffered by the Cardmember(s) or any other person.

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7. Third Party

- 7.1. Cardmembers may also be subject to additional terms and conditions from Google Pay or other third parties. It is the Cardmember's responsibility to understand and agree to all applicable third-party terms and conditions. We are not liable for any agreements you enter with third parties regarding the use of Google Pay.

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8. Suspension of Eligible AFFIN Card(s)

- 8.1. The Bank may prevent the Cardmember(s) from adding any Eligible AFFIN Card(s) to Google Pay or suspend their ability to use the Eligible AFFIN Card with Google Pay, if the Bank suspect that:
 - 8.1.1. a person other than the Cardmember(s) is attempting to add or use the Eligible AFFIN Card(s); and
 - 8.1.2. the Eligible AFFIN Card is being used fraudulently.

9. Privacy Notice

- 9.1. Upon adding and using Eligible AFFIN Card(s) in Google Pay, Cardmembers acknowledge and agree that certain Eligible AFFIN Card(s) information will be transmitted and stored in the Android Device(s). The Bank shall not be responsible for the privacy and security of personal data and information shared by the Cardmembers with Google Pay and/or third parties working with Google Pay.
- 9.2. The Cardmember agrees that the Bank may collect, disclose, store, and use technical, transactional, location, or other general or personal information about the Cardmember and their use of the Eligible AFFIN Card(s) through Google Pay, including any information communicated to the Bank relating to the use of the Eligible AFFIN Card(s) and/or Google Pay. The Bank will also make certain account and transactional information relating to each enrolled Eligible AFFIN Card available for display on Google Pay, and this may include information such as the Cardmember's most recent transactions or other data relating to the Cardmember and/or the enrolled Eligible AFFIN Card(s). If, for any reason, the Cardmember does not wish this information to be shared with Google, it is imperative that the Cardmember deletes their Eligible AFFIN Card(s) from Google Pay.

- 9.3. The Cardmember(s) hereby confirms that he/she has read, understood, and agreed to be bound by the Privacy Notice of the Bank, which is available at the Bank's branches or on the Bank's website at AFFINAlways.com ("Bank's Website"). Unless the Cardmember(s) expressly opt-out by contacting any of the Bank's branches, the Bank shall be at liberty to market the products of its Group (as defined in the Privacy Notice) or those of its associate/sister companies to the Cardmember(s). For the avoidance of doubt, the Cardmember(s) agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this T&C.

10. Disclaimer

10.1. Disclaimer of Warranties and Liability

Any use of Google Pay by the Cardmember is solely between Google Pay and the Cardmember. The Bank is not responsible for any claims, disputes, or issues arising from the use of Google Pay, including but not limited to transaction failures or performance issues beyond the Bank's control.

10.2. Acknowledgment of Liability

Cardmembers acknowledge that the Bank is not responsible for any claims, disputes, or legal actions arising directly or indirectly from poor connection or network coverage when using Google Pay.

11. Indemnity

- 11.1. The Cardmember shall indemnify and keep the Bank fully indemnified against any loss, damage, liability, cost, and expense which the Bank may suffer or incur (including legal costs on an indemnity basis) arising out of or in connection with the Cardmember's enrollment and use of Eligible AFFIN Card(s) through Google Pay, including but not limited to the Cardmember's failure to comply with this T&C, except to the extent such loss arises from the Bank's own negligence, fraud, or willful default.

12. Replacement of Cards

- 12.1. If the Eligible AFFIN Card(s) is replaced due to loss, theft, fraud, re-issue, renewal (upon expiry), or damage, the original Eligible AFFIN Card(s) stored in Google Pay will be rendered inactive. Upon receiving the replacement card, the Cardmember must re-enroll the new Eligible AFFIN Card(s) in Google Pay. The Cardmember is also responsible for removing the previous or inactive Eligible AFFIN Card(s).

13. Adherence to the Terms and Conditions

- 13.1. All the existing terms and conditions of Eligible AFFIN Card(s), including those mentioned in Clause 1.2 (collectively referred to as "STC") shall continue to apply. In the event of any discrepancy or inconsistency between STC and this T&C, this T&C shall prevail to the extent of the inconsistency.
- 13.2. This T&C shall be governed by and construed in accordance with the laws of Malaysia, and subject to the exclusive jurisdiction of the Malaysian Courts.
- 13.3. The Bank reserves the right to change, amend and/or modify any terms of this T&C from time to time, or to withdraw, cancel, or suspend access to and use of Google Pay for Eligible AFFIN Card(s), by giving at least twenty-one (21) days' prior notice to the Cardmember(s). Such notice will be posted through the Bank's website at AffinAlways.com and/or the Bank's branches.
- 13.4. The Cardmember(s) agrees to regularly access the Bank's website at AffinAlways.com to view this T&C and stay updated on any changes or variations made to this T&C.
- 13.5. The Cardmember(s) shall comply with the provisions of the Financial Services Act 2013, Islamic Financial Services Act 2013 the Foreign Exchange Notices issued by Bank Negara Malaysia and regulations, notices, and guidelines thereto and shall arrange, coordinate, manage, and obtain all necessary consents, licenses, approvals or authorizations required in connection with the execution, performance, validity or enforceability of the transaction documents.
- 13.6. If any provision hereof is held to be void or unenforceable, in whole or in part, under any enactment or rule hereof shall remain in full force and effect.
- 13.7. The Cardmember(s) is reminded to read and understand the T&C. If there are any terms in this T&C that the Cardmember(s) does not understand, they should seek independent advice and/or clarify with the Bank's representative.
- 13.8. For any assistance and/or feedback related to this T&C, the Cardmember(s) may contact the Bank's Contact Centre at 03-8230 2222.