

AFFIN BUSINESS CARD CARDMEMBER AGREEMENT

In consideration of Affin Bank Berhad ("the Bank") agreeing to make available to the Company the AFFIN Business Card Facility ("Facility") and issuing a card to Cardmember as an authorised user at the request of the Company, this Affin Business Card Cardmember Agreement sets out the terms and conditions applicable to the use, operation and handling of the Card by the Cardmember. It is important for the Cardmember to read carefully and understand the terms and conditions printed below before using the Card.

This Agreement (as hereinafter defined) are to be read together as a whole with the Bank's Generic Terms and Conditions Applicable for All Deposit Accounts/Products/Services as well as other rules and regulations binding on the Bank. In the event that the Cardmember does not understand these terms and conditions, the Cardmember is hereby advised to discuss further with the Bank's staff, representative or agent.

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1. DEFINITION

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- 1.1 **"Agreement"** means this Affin Business Card Cardmember Agreement, including any amendments or variations made from time to time.
- 1.2 **"Annual Fee"** means a fee charged to the Cardmember once every year in return for the services, benefits, and privileges provided under the Card.
- 1.3 **"ATM"** means the Automated Teller Machine.
- 1.4 **"ATM Transaction"** means any transaction carried out through an ATM, including all services and functions accessible via the machine.
- 1.5 **"Authorised Merchant"** means any retail or other person, firm or corporation which pursuant to a merchant agreement agrees to accept or cause its outlets to accept the Card when properly presented.
- 1.6 **"Bank"** means AFFIN BANK BERHAD including its successors in title and assigns.
- 1.7 **"Billing Period"** means the period in which all purchases of goods and/or services, fees and charges incurred by the Cardmember are recorded by the Bank in the monthly Statement.
- 1.8 **"Branch"** means the Bank's branches.

- 1.9 **“Card”** means AFFIN Business Card, or such other Cards as may be issued by the Bank at any time and from time to time.
- 1.10 **“Cardmember”**, **“you”** or **“your”** means the person to whom the Card is issued and whose name is embossed on the Card and whose signature appears on it as an authorised user of the Card issued under the Facility.
- 1.11 **“Card Account”** refers to the account of the Cardmember maintained with the Bank in respect of the Card for the purpose of recording all transactions, fees, charges and other amounts incurred through the use of the Card.
- 1.12 **“Card-Not-Present Transaction”** refers to any transaction initiated without the physical presentation of the Card at the point of sale, including but not limited to transactions carried out through online platforms, mobile applications or other remote channels where the Card details are entered manually for authentication.
- 1.13 **“Company”** means the company, sole proprietor, partnership, business owner, association, society or any other entities which are legally incorporated in Malaysia making the application for the Facility via the AFFIN Business Card Application Form and successfully accepting the Facility.
- 1.14 **“Contactless Reader”** means a built-in contactless payment device by merely tapping the Card on a Contactless Reader linked to an Electronic Point-of-Sales Terminal which only applicable for contactless enabled Card.
- 1.15 **“Current Balance”** means the previous balance and total purchases of goods and/or services incurred by the Cardmember and any fees and charges charged by the Bank less any payment made by the Cardmember and credited to the Card Account during the Billing Period.
- 1.16 **“Credit Limit”** means the credit limit assigned in respect of the use of the Card, as determined by the Company and approved by the Bank, subject always to the overall credit limit granted to the Company under the Facility.
- 1.17 **“e-banking”** means the provision of banking products and services through electronic channels, including via the internet, mobile devices, telephone, ATM and any other electronic channels. This includes, but is not limited to, online banking, mobile banking applications, electronic fund transfers, bill payments, account enquiries, electronic statements, and any other services delivered through digital or electronic means.
- 1.18 **“Electronic Point-of-Sale Terminal”** means a device that allows the acceptance of one or more payment Cards to complete a payment Card transaction.
- 1.19 **“Finance Charge”** means the Finance Charge referred to in Clause 13.
- 1.20 **“Interest Free Period”** refers to a period of twenty (20) days from the Statement Date of such transactions, provided there are no outstanding balances in the Cardmember's account.
- 1.21 **“Instruction”** means any notice, instruction demand or other communication given by the Cardmember or on the Cardmember's behalf through telephone, email, SMS, facsimile, voice recording, electronic banking platforms or such other channels as the Bank may allow from time to time.
- 1.22 **“Mastercard Worldwide”** formerly known as Mastercard International Incorporated, a membership corporation formed under the laws of State of Delaware, United States of America and includes its successors-in-title and assigns.
- 1.23 **“Minimum Payment”** refers to the minimum amount required to be paid by the Cardmember by the Payment Due Date.
- 1.24 **“Password”** means a unique string of characters (including alphanumeric and selected symbols) chosen by the customer and known only to customer which the Bank will authenticate together with the Login ID and the Corporate ID to gain access to the e-banking.
- 1.25 **“PIN”** means the Personal Identification Number issued to the Cardmember to enable access to Card transactions through an ATM or at the Electronic Point-of-Sales Terminal.

- 1.26 **“Posting Date”** means the day where the transactions performed at Authorised Merchants are being transferred to the Bank by the Authorised Merchants.
- 1.27 **“Payment Due Date”** means 20 days from the Card Statement Date stated on the Card Account Statement.
- 1.28 **“Retail Transaction”** means transactions other than fees and other charges.
- 1.29 **“Statement”** means the periodic Card Account statement or e-Statement issued by the Bank to the Cardmember which shows amongst others the amount so charged, the Payment Due Date and the method of calculation of Finance Charge.
- 1.30 **“Statement Date”** means the date on which the Statement is generated.
- 1.31 **“Transaction Receipts”** means the relevant slips, forms or papers supplied by the Bank for the purpose of recording, confirming and evidencing purchases of goods and services incurred by the Cardmember through the use of the Card to be charged to the Card Account.
- 1.32 **“Unlawful Activities”** means any activity(ies) which is related, directly or indirectly, to any serious offence in Malaysia or any foreign serious offence.
- 1.33 **“Visa International”** means Visa International Service Association, an association incorporated in the State of Delaware, United States of America.
- 1.34 Words importing the singular number include the plural number and the same applies in reverse.
- 1.35 Words importing the masculine gender include feminine and neutral gender.

2. ACCEPTANCE OF CARD

- 2.1. Upon receipt of the Card, the Cardmember shall sign the Card on an immediate basis and activate the Card as per the method prescribed by the Bank from time to time.
- 2.2. The use of the Card is restricted to the person to whom the Card is issued to, who shall sign the Card immediately upon receipt of the same. Failure to comply with this requirement will expose the Cardmember to the consequences of theft and/or unauthorised use of the Card, for which the Bank will not be liable save as expressly provided under this Agreement or applicable law.
- 2.3. The Bank will issue a PIN for the Card to a Cardmember for the purpose of performing the transaction at ATM and Electronic Point-of-Sales Terminal or through such other channels as the Bank may permit from time to time.
- 2.4. By accepting the Card, the Cardmember agrees to:
 - a. abide by this Agreement for the use of the Card;
 - b. exercise all reasonable steps, care, precaution and diligence to keep the Card and PIN secure at all times, including at the Cardmember's place of residence. These include not:
 - i. disclosing the Card details or PIN to any other person;
 - ii. writing down the PIN on the Card or on anything kept in close proximity with the Card;
 - iii. using a PIN selected from the Cardmember's birth date, identity card, passport, driving licence or contact numbers;
 - iv. allowing any other person to use the Card and PIN; and
 - v. acting fraudulently.
 - c. notify the Bank as soon as reasonably practicable after discovering that the Card is lost, stolen, an unauthorised transaction had occurred, or the PIN may have been compromised;
 - d. notify the Bank immediately upon receiving Short Message Service (SMS) transaction alert if the transaction was unauthorised;
 - e. notify the Bank immediately of any change in the Cardmember's contact number;
 - f. use the Card responsibly, including not using the Card for Unlawful Activities; and
 - g. check the Card Account Statement and report any discrepancy within fourteen (14) days from the Cardmember's Statement Date.
- 2.5. The Card is issued to the Cardmember at the request of the Company and is made available for use under the Facility granted by the Bank to the Company. The Cardmember shall be responsible for complying with this Agreement in respect of the use, operation and handling of the Card.

- 2.6 The Company undertakes to ensure that each Cardmember complies with the terms and conditions of this Agreement, and any act or omission of a Cardmember in relation to the use of the Card shall be deemed to be an act or omission of the Company.
- 2.7 The Bank may refuse any Card application in accordance with the Bank's internal policies and applicable laws and regulatory requirements. By issuing the Card to the Cardmember, the Bank agrees to make available the usage of the Card to the Cardmember subject to the terms and conditions set out herein.

3. SEARCHES AND THE CARD FACILITY

- 3.1. The Bank may, but are not obliged to conduct bankruptcy searches, credit or income related searches from any credit reference agencies/providers or credit reporting agencies, government agencies including Social Security Organisation, database or system on the Cardmember before and at any time after the issuance of the Card.
- 3.2 The Cardmember consents to the Bank carrying out such searches on the Cardmember in accordance with Clause 3.1 above, to the extent permitted by law.
- 3.3 The Bank will send the Card (and any replacement Card) to the Cardmember's address last notified to the Bank.
- 3.4 The Card is issued for use in connection with facilities made available by the Bank from time to time including but not limited to the following:
- a. the payment for any purchase of goods and/or services from any Authorised Merchant, which payment may be charged to the Card's account;
 - b. any ATM Transaction effected through accounts maintained with the Bank, where applicable; or
 - c. such other facilities or services as may be made available by the Bank from time to time, subject to prior arrangement or approval, where applicable.

4. USE OF CARD

- 4.1. The Cardmember may use the Card to effect transactions at Authorised Merchants and through such other channels as may be permitted by the Bank from time to time, subject to this Agreement and any applicable limits, instructions or requirements imposed by the Bank.
- 4.2 To effect a transaction at an Authorised Merchant, the Cardmember may be required to authorise the transaction by one or more of the following means, as applicable:
- a. entering the 6-digit PIN at the Electronic Point-of- Sales Terminal;
 - b. providing the relevant Card details as requested to complete an on-line transaction through the secured website. Where applicable, an authentication code or One-Time- Password (OTP) shall be sent to Cardmember's mobile number registered with the Bank to complete the on-line transaction. By providing such information for the purpose of performing on-line transactions, it shall be deemed or considered by the Bank to be a properly incurred Card transaction.
- 4.3. For contactless-enabled Card, the Cardmember may tap the Card at the Contactless Reader linked to an Electronic Point-of-Sales Terminal for transaction below RM250. The Cardmember shall enter the PIN or sign the Transaction Receipt, in the event the PIN is not supported or executable for overseas transactions or once the transaction exceeds RM250 or the cumulative limit for contactless transaction.
- 4.4. Where the Card is used for online or Card-Not-Present transactions, the Cardmember shall be responsible for ensuring the security of such use at all times. The entry of the Card details and any required authentication credentials shall be deemed authorisation of the transaction by the Cardmember
- 4.5. The Cardmember shall comply with all requirements, directions, Instructions and guidelines for use of the Card issued by the Bank from time to time in respect of all credit and banking facilities and services rendered to the Cardmember.

- 4.6. Notwithstanding Clause 4.1 above, certain transactions, including electronic commerce, mail order and telephone order transactions, may be effected without the physical presentation of the Card and without the requirement of a signature or PIN, subject to applicable authentication requirements.
- 4.7. The Cardmember must not use the Card for any purpose at all, and must immediately securely destroy the Card such as by cutting through the magnetic stripe and destroying the chip, with a written notice that he is returning the Card, when any of the following, occur: -,
 - a. if you do not agree with the contents of the terms & conditions in this Agreement;
 - b. upon the expiry of the validity period stated on the Card;
 - c. upon cancellation or termination of the Card;
 - d. upon your request for a replacement Card;
 - e. upon the Bank cancellation, termination or revocation of the Card;
 - f. if the PIN is disclosed or exposed, voluntarily or otherwise, to any person; or
 - g. if you cannot remember the PIN.

5. CASH BACK

- 5.1. The Cardmember shall entitled for unlimited cash back on Retail Transactions effected using the Card at the following rates:

Transaction Category	Cash Bank Rate
Local transactions	0.30%
Overseas transactions	1.00%

- 5.2. The above cash back is not applicable for cash withdrawal and the following categories of Retail Transactions:
 - a. Transactions made at Petrol Station - Merchant Category Code (MCC) 5541 and 5542.
 - b. Government services transactions - MCC 9211, 9222, 9223, 9311, 9399, 9402 dan 9405.
 - c. Transactions related to charity - MCC 8398.
- 5.3. Cash backs are calculated at the end of each calendar month and will be credited at the beginning of the following month into the Card Account, and it will be reflected in the Cardmember's monthly Statement.

6. PIN & PAY ("CHIP AND PIN") – PIN AND THE USE OF THE CARD WHERE APPLICABLE

- 6.1. The Bank will allocate a temporary PIN to the Cardmember. The temporary PIN will be sent to the Cardmember via SMS to the Cardmember's mobile number registered with the Bank or via other method prescribed by the Bank from time to time.
 - a. Temporary PIN for new Card issuance will be sent to the Cardmember once the Card is successfully activated.
 - b. If the Cardmember has forgotten the PIN or the temporary PIN is already expired, a new temporary PIN will be issued and sent via SMS at the Cardmember's request by contacting the Bank at 03-8230 2323.
 - c. The temporary PIN is only valid for thirty (30) days after its issuance.
- 6.2. The Cardmember upon receipt of the temporary PIN shall change the temporary PIN at the Bank's own ATMs and/or other secured channels permitted by the Bank.
- 6.3. In the event of any unauthorised transaction(s), loss or theft of the Card, or PIN number is revealed to any other person, the Cardmember shall immediately submit a completed dispute form to the Bank if the Card was used for unauthorised transaction(s). A copy of police report must be submitted to the Bank within seven (7) days from the date the unauthorised transaction(s) has occurred. A new Card and PIN will be issued upon request from the Cardmember. The Cardmember is not able to use the existing PIN with a replacement Card.
- 6.4. The Cardmember shall not disclose the PIN to any other person under any circumstances. In the event of the PIN being disclosed to any party, the Cardmember shall notify the Bank immediately.
- 6.5. In selecting the Cardmember's PIN, the Cardmember **SHALL NOT** select a PIN which is obvious or predictable, including those which:
 - a. represents Cardmember's birth date;

- b. being an alphabetical PIN, is a recognisable part of Cardmember's name;
 - c. consists of sequential numbers (for example 123456, 654321 etc);
 - d. consists of all numbers being the same (for example 111111); or
 - e. consists of repeated numbers (for example, 112233, 123123).
- 6.6. The Cardmember must ensure that the transaction amount is correct before signing any Transaction Receipts or transaction records or before entering the PIN at any Electronic Point-of-Sales Terminal whereby the Cardmember is deemed or considered to have agreed to the transaction and confirmed the amount is correct.
- 6.7. The Cardmember consents and agrees that the PIN will serve as a means of authenticating and verifying the Cardmember's transactions under these terms and conditions at the Electronic Point-of-Sales Terminal.

7. TELECOMMUNICATION INSTRUCTIONS

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- 7.1. The Bank shall verify the Cardmember's identity and security Password through a security process established by the Bank (which may be changed from time to time).
 - 7.2.
 - a. Any notice, demand or other communication (including computer generated notices/statements that do not require any signature) from the Bank under this Agreement shall be given in writing to the Cardmember at the Cardmember's address, facsimile numbers or electronically (including email) as stated in the application form and/or last appearing in the Bank's records. The notices may be given or made by post, facsimile, electronically (including email), personal delivery or such other mode as may be agreed between the Bank and the Cardmember. The notices or other communications taken are to be given to the Cardmember:
 - i. Seven (7) days after posting, if sent by post;
 - ii. at the time of delivery, if delivered by hand or courier;
 - iii. at the time the notices are sent by facsimile, e-mail or other forms of instantaneous communication (including SMS and voice recording).
 - b. Cardmember agrees that all personal information and data provided to the Bank in its application for the Card is true, up to date and accurate and should there be any changes to any personal information or data of the Cardmember, the Cardmember shall notify the Bank immediately.
 - c. The Cardmember shall be fully responsible for the security and safekeeping of the information the Cardmember receives and shall ensure that such notices sent by the Bank are not disclosed to or given access to any other parties ('disclosure to third parties').
 - d. Unless such claim, loss, damage or liability is directly attributable to the default, negligence or fraud of the Bank, the Cardmember further agrees that the Bank shall not in any event be liable for any claim, loss or damage for any nature suffered by the Cardmember arising from or occasioned by any:
 - i. malfunction or defect in the transmission of information for whatever reason;
 - ii. inaccuracy, incompleteness, delay or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
 - iii. wrongful, unauthorised, or improper access to use or interpretation of the information transmitted; and
 - iv. claim for libel or slander arising from the transmission of any information unless they arise from and are caused directly by the Bank's gross negligence or wilful default. Such notification may be sent in English or Bahasa Malaysia.
 - iv. if the Card does not reach the Cardmember.
 - 7.3. The Cardmember shall acknowledge the following:
 - a. The Bank may record all telephone conversations between the Cardmember and the Bank's representatives for the purposes of monitoring and reviewing in order to prevent any confusion from arising; and
 - b. The Bank should not be responsible for the telephone conversation being overheard by unauthorised third parties, except where caused by the negligence or wilful default of the Bank (as the case may be).
 - 7.4. Authorisation for telephone, mobile phone, e-mail and facsimile Instructions.
 - a. The Cardmember authorises the Bank to rely upon and act in accordance with any notice, Instruction demand or other communication that may be given by telephone, e-mail or facsimile

transactions by the Cardmember or on his/her behalf and the Bank shall be entitled to treat the Instruction as fully authorised by the Cardmember and the Bank shall be entitled to take such steps in reliance upon the Instruction as the Bank may consider appropriate.

- b. The Cardmember authorises the Bank to communicate with the Cardmember through various channels, including telephone, e-mail or SMS information relating to his/her Card Account with the Bank.

8. RESPONSIBILITY AND LIABILITY

- 8.1. The Card shall remain the property of the Bank at all times and the Cardmember shall not transfer or otherwise part with the control or possession of the Card for any use or purpose unauthorised by the Bank.
- 8.2. The Bank shall hold the Cardmembers liable for:
 - a. Card-present unauthorised transactions which require signature verification or PIN verification, provided that the Cardmember has been proven to have:
 - i. acted fraudulently;
 - ii. delayed in notifying the Bank as soon as reasonably practicable after discovering the loss or unauthorised use of the Card;
 - iii. voluntarily disclosed the PIN to another person; or
 - iv. recorded the PIN on the Card or on anything kept in close proximity with the Card and could be lost or stolen with the Card.
 - v. the Card or an item containing the Card was left unattended, in places visible and accessible to others, except at the Cardmember's place of residence. Cardmembers are expected to exercise due care in safeguarding the Card even at Cardmember's place of residence; or
 - vi. voluntarily allowed another person to use the Card.
 - b. E-banking transactions, provided that the Cardmember has been proven to have:
 - i. acted fraudulently;
 - ii. deliberately disclose the access identity (ID) and passcode to any other person, via unsolicited emails or on any website other than the official website of the Bank;
 - iii. not taken reasonable steps to keep the security device secure at all times; or
 - iv. failed to carry out the obligation to report a breach of the security of a pass code or the loss of a security device to the Bank as soon as reasonably practicable, upon the Cardmember becoming aware of the breach or loss respectively.
 - c. Card-Not-Present transactions, provided that the Cardmember has been proven to have:
 - i. acted fraudulently; or
 - ii. failed to carry out the obligation to report any unauthorised transaction to the Bank as soon as reasonably practicable, upon the Cardmember becoming aware of the unauthorised transaction.
- 8.3. The Cardmember shall immediately inform the Bank within fourteen (14) days from the Statement Date should the Cardmember be aware of any unauthorised transactions.
- 8.4. The Bank may at the request of the Cardmember but without being obligated under the law, replace the lost or stolen Card upon payment of replacement penalty as provided in Clause 14.8.
- 8.5. In the event of a lost or stolen Card, disclosure of PIN to any other person and/or any unauthorised use of the Card, the Cardmember shall contact the Bank immediately at 03-8230 2323.
- 8.8. Unlawful Activities - Cardmember is not allowed to use his/her Card for any Unlawful Activities such as illegal online betting. The Bank may at its discretion at any point of time can decide to suspend or restrict the use of Card by the Cardmember or with adequate prior notice not to renew, cancel or revoke the Card if the Cardmember is found to have used the Card for Unlawful Activities.
- 8.9.
 - a. Wherever applicable, the Cardmember shall comply with the Foreign Exchange Notices (FE Notices) issued by Bank Negara Malaysia (BNM) in respect of any transactions, including overseas transactions and any cash withdrawal by non-residents must meet the purpose of activities in real sector, as made available in BNM's website.
 - b. The Cardmember authorises the Bank to take any steps to comply with the relevant and prevailing FE Notices and rules issued by BNM from time to time in respect of any Card transactions. Where applicable, the Cardmember shall comply with the prevailing FE Notices issued by BNM and use the Card within the limits and provisions imposed by BNM.

- c. The Cardmember shall be responsible for complying with such regulations and limits, and amendments of the FE Notices and the Cardmember shall indemnify and hold the Bank harmless from and against all claims, liabilities and damages arising from the Cardmembers' failure to so comply unless such claims, liabilities and damages are directly caused by the Bank's negligence, default or fraud.

9. CARD ACCOUNT

- 9.1. All payments for purchases of goods or services affected by the use of the Card, Annual Fees, Finance Charge, late payment penalty or additional charges shall be debited to the Card Account and reflected in the monthly Statement.
- 9.2. Fees and charges incurred by the Cardmember including any payments or credits made are recorded by the Bank on the monthly Statement.
- 9.3. In the absence of manifest error, the records and entries of Card Account appearing in the monthly Statement shall be deemed or considered to be correct and binding on the Cardmember unless notification by telephone, facsimile or written notification accompanied with a police report received by Bank within fourteen (14) days from the Statement Date. Under certain circumstances, such as to facilitate the investigation, the Cardmember may also be required to provide a police report accompanied by written confirmation to the Bank.
- 9.4. Upon receipt of such notification duly given by the Cardmember within the stipulated time, the Bank shall look into the Cardmember's Card Account to make the necessary adjustment and rectification, if any. The operation of this Clause shall not in any way affect the Cardmember's obligation under Clause 11 provided that any money due to or from the Cardmember shall be credited or debited into the Cardmember's Card Account.
- 9.5. For the avoidance of doubt, the Bank may issue Statements on a consolidated basis for the Company and/or on an individual basis in respect of each Cardmember or Card, as determined by the Bank from time to time. Payment of any amount due under the Card Account may be made by the Company and/or the relevant Cardmember, and any such payment by a Cardmember shall be deemed to be made on behalf of the Company and shall not relieve the Company of its primary and irrevocable liability to the Bank under this Agreement.

10. CREDIT LIMIT

- 10.1. The amount assigned by Company to each Card issued under the Facility via the 'AFFIN Business Card (Cardmember) Application Form'.
- 10.2. Where your Company holds two or more Business Card Accounts with us, we will assign a separate Credit Limit.
- 10.3. Your Company may choose to assign a specific Credit Limit to the Cardmember(s); however, it still be shared within the Credit Limit approved for the Company.
- 10.4. An over-the-limit fee of RM50 per occurrence may be imposed whenever the total outstanding balance exceeds the combined Card's Credit Limit if it is due to an over-the-limit transaction, provided that the Cardmember consents to it. Cardmember may contact the Bank to withdraw the consent. The withdrawal of the over-the-limit consent is subject to Cardmember does not exceed the combined Card's Credit Limit at the point of request.

11. LIABILITY OF PAYMENT

- 11.1. The Company or Cardmember shall make payment as follows:
 - a. To pay the entire amount of the Current Balance before or on the Payment Due Date;
 - b. Alternatively, to make Minimum Payment as follows:
 - i. Where the Current Balance is within the Credit Limit, not less than minimum payment due calculated at 5% of the Current Balance* + 100% of Service Tax (if any) + 100% of any monthly instalments** (if any) + 100% Past Due amount*** (if any); OR RM50 whichever is higher.
 - ii. Where the Current Balance is in excess of the Credit Limit, the whole amount in excess thereof together with minimum payment due calculated at 5% of the Current Balance* +

100% of Service Tax (if any) + 100% of any monthly instalments** (if any) + 100% Past Due amount*** (if any);

*Current Balance = Retail transaction (if any) + Finance charges and/or Late Payment charges and any other fees and charges (if any).

**Monthly instalment refers to Easy Instalment Plan (EiPlan) and Easy Payment Plan (EPP).

***Sum of minimum payment that has not been made in previous months

- 11.2 Payment received from Company or Cardmember shall be allocated to settle balance outstanding that attracts higher interest rate first.
- 11.3 The payment will not be considered to have been made until the funds have been properly received by us.
- 11.4 . If there is still a credit balance after applying the overpayment ("excess monies") and there is request from Cardmember for refund or withdrawal or transfer, the Cardmember is required to provide documentary evidence that the excess monies came from legitimate sources. Only when the Bank is satisfied of the legitimacy of such excess monies will such excess monies be allowed to be refunded or withdrawn or transferred to the account as directed by the Cardmember. Notwithstanding the foregoing, the Bank reserves the right to decline the Cardmember's request for a refund, withdrawal, or transfer.
- 11.5 Without prejudice to any other rights of the Bank under this Agreement, in the event of any overdue, past due or outstanding sums, the Bank may contact the Cardmember and/or the Company through reasonable means, including telephone calls, short message service (SMS), electronic mail or written notices, for the purposes of reminders, recovery, restructuring discussions or settlement of the outstanding amount.
- 11.6 Any dispute relating to Card transactions shall be subject to the applicable rules of Visa International or Mastercard Worldwide. The Bank does not guarantee successful chargeback of any disputed transaction and shall not be liable where a chargeback is declined under the applicable card scheme rules.
- 11.7 For the avoidance of doubt, the Company shall be primarily and irrevocably liable to the Bank for all transactions effected by any Cardmember issued with a Card under the Facility, , whether authorised or otherwise, save where expressly prohibited by law. Nothing in this Agreement shall affect the Cardmember's obligations to comply with this Agreement in respect of the use and handling of the Card.

12. INTEREST FREE PERIOD FOR RETAIL TRANSACTIONS

- 12.1 If the outstanding balance in respect of the preceding month, as reflected in the current month's Statement has been fully settled an "Interest Free Period" for Retail Transaction for twenty (20) calendar days shall commence from the date of the current month's Statement where such Retail Transaction is posted to the Card Account . No Finance Charge shall be levied on any new Retail Transaction for such Interest Free Period.
Where the outstanding balance in respect of the preceding month has not been fully settled, no interest-free period shall apply.

13. FINANCE CHARGE/INTEREST

- 13.1 Finance Charge is calculated on a daily basis and shall be imposed on the following:
 - a. Outstanding Retail Transaction that is not paid by the Payment Due Date calculated immediately following the Statement Date in which the transactions were posted until the full repayment date; and
 - b. Outstanding fees and/or charges whichever is applicable as provided in Clause 14 (except for late payment penalty) that is not paid by the Payment Due Date calculated immediately following the Statement Date in which the fees and/or charges were posted until the full repayment date.
- 13.2 Finance Charge shall be imposed on principal amount of transactions as stipulated in Clause 13.1 above only. Finance Charge shall not be imposed on the portion of balances that relates to Finance Charge that were carried forward from the previous Statement.

- 13.3 New Retail Transaction(s) falling on the next Statement cycle before the Statement Date will not be levied Finance Charge.
- 13.4 Cardmembers who make at least the Minimum Payment before or on the Payment Due Date will receive a Finance Charge rebate, which shall apply for the affected month or months.
- 13.5 Cardmembers who pay less than full payment before or on the Payment Due Date, Finance Charge on new purchases will be imposed from the day of transaction is posted to the Card Account in the current month's Statement.
- 13.6 Finance Charge may be imposed using the following formula:

$$f = (B) \times (P/D) \times (R)$$

- f** is the Finance Charge for a particular balance B computed over the period of P day.
- B** is the balance that is imposed with Finance Charge.
- P** is the respective interest-bearing periods in days on which the balance B is imposed with Finance Charge.
- D** is the number of days used as the base for the annual rate.
- R** is the nominal Finance Charge annual rate stated.

Note: Total Finance Charge imposed for the month is the sum of all the Finance Charge (f) computed on the different balances that may be imposed with Finance Charges over the applicable interest-bearing periods during the month.

Products	Retail Transaction
AFFIN Business Card	Tier 1 - 15% per annum if the Cardmember has promptly settled the minimum payment due for 12 consecutive months
	Tier 2 - 17% per annum if the Cardmember has promptly settled the minimum payment due for at least 10 months in a 12-month cycle
	Tier 3 - 18% per annum if the Cardmember's payment record is not within above category

- 13.7 If the Cardmember fails to pay the specified Minimum Payment by Payment Due Date, a late payment penalty of 1% of the total outstanding balance or minimum of RM10 up to a maximum of RM100, whichever is higher shall be imposed. The late payment penalty maybe varied from time to time by giving prior notice of at least twenty-one (21) days of such variation to the Cardmember.
- 13.8 Payments by the Cardmember shall not be considered to have been made until the Bank has received the payment and recorded in the Bank's system.
- 13.9 All payments by the Cardmember to the Bank shall not be subject to any deduction whether for counter-claim and/or set-off against the Authorised Merchant, cash outlet and/or the Bank.
- 13.10 The Cardmember undertakes that he/she will make satisfactory arrangement for payments of his/her Card Account in accordance with these terms and conditions in the event of his/her absence abroad.

14. FEES AND CHARGES

The Cardmember agrees to pay and authorises the Bank to debit his/her Card Account with the following fees and charges:

- 14.1 Annual Fee as prescribed by the Bank for a Card issued or renewed. The Annual Fees shall not be refunded.
- 14.2 Finance charge as provided in Clause 13.
- 14.3 Late payment penalty as provided in Clause 13.7.
- 14.4 Minimum of RM5 will be charged for Card delivery upon request. The fee will be determined by location and weight of the item.

- 14.5 A fee of RM5 per copy in relation to any request for a duplicate copy of the Statement. However, this charge shall not be levied if it is subsequently determined that the error in processing arises from the Bank.
- 14.6 A fee of RM10 per copy in relation to any request for a duplicate copy of the Sales Draft. However, this charge shall not be levied if it is subsequently determined that the error in processing arises from the Bank.
- 14.7 Card replacement penalty of RM50 for each replacement Card issued.
- 14.8 Service Tax of RM25 will be imposed on the Card activation date and on every subsequent anniversary of the Card's activation date.
- 14.9 Card Statement fee of RM1.00 per month will be imposed for each hard copy of Card Statement. The fee is only applicable to Cardmembers who opted for hardcopy Statement with the exclusion of Cardmembers aged 60 and above.
- 14.10 Over-the-limit fee as provided in Clause 10.4.
- 14.11 Legal fees (on Solicitor and Client basis) and other expenses incurred by the Bank in the enforcement of the Bank's right and entitlement and the recovery of monies owed by the Cardmember to the Bank under -Cardmember's Card Account.
- 14.12 Any other reasonable fees and charges imposed by the Bank from time-to-time for services and facilities rendered to the Cardmember by giving the Cardmember twenty-one (21) calendar days prior notice to the effective date of its implementation.
- 14.13 Notwithstanding the above provisions, the Bank shall have the right to vary the rate or method of calculation of the Annual Fees, handling charges, additional charges, Finance Charge, the specified Minimum Payment and/or late payment penalty from time to time by giving twenty-one (21) calendar days prior notice to the Cardmember.

15. ERROR/DISCREPANCIES AND NOTIFICATION

- 15.1 The Cardmember shall check the Card Account records carefully and promptly.
- 15.2 Cardmember's Statement will not be sent if the account has zero balance or if there are no new transactions from the last Statement Date.
- 15.3 The Bank shall issue a letter or computer-generated advice to the Cardmember for all funds transfer affected with the use of Card.
- 15.4 The Cardmember shall notify the Bank of any error in the Cardmember's Statement of account or possible unauthorised transaction(s) in relation to the Card within fourteen (14) days from the Statement Date.
- 15.5. The Cardmember shall make such notification immediately upon receipt of the Bank's letter or Card Statement directly to:

AFFIN BANK BERHAD
 Cards Business Department
 Level 5, Menara AFFIN
 Lingkaran TRX, Tun Razak Exchange
 55188 Kuala Lumpur
 Telephone Number: 03-8230 2222

Or, lodge a report by completing the customer complaint form at any of the nearest Branch or email to yourvoice@affingroup.com.my or call AFFINBANK Careline at 03-8230 2222

If the Cardmember's problem or complaint is not resolved by the indicative timeline given, the Cardmember may then contact the following parties:

- Call BNMTLELINK at 1-300-88-5465 (9.00 a.m. - 5.00 p.m., Monday-Friday);
- Walk-in or write to BNMLINK Cardmember Service Centre, Ground Floor, D Block, Jalan Dato' Onn, 50480 Kuala Lumpur;
- E-mail BNMTLELINK at bnmtelelink@bnm.gov.my;

- Call the Financial Ombudsman Scheme (FOS) at 03-2272 1577; or
- Call Agensi Kaunseling dan Pengurusan Kredit (AKPK) at 03-2616 7766 for free services on money management, credit counselling and debt restructuring for individuals.

16. EXCLUSION OF LIABILITY

- 16.1 The Bank shall not be liable for any act or omission on the part of the Authorised Merchant and Visa International/MasterCard Worldwide including refusal by the Authorised Merchant to honor the Card or any defect or deficiency in any goods or services provided by the Authorised Merchant.
- 16.2 The Cardmember may handle any claim or dispute directly with the Authorised Merchant and/or Visa International/MasterCard Worldwide but shall not relieve the Cardmember of the obligation to pay the Bank the amount incurred arising from the use of the Card by the Cardmember as stated in the Statement.

17. RIGHTS OF PARTIES

- 17.1 The Bank shall have the right:
- to restrict or limit the Cardmember's credit or refuse and otherwise withhold credit (with notice and reason).
 - to check the credit standing of the Cardmember with external parties including but not limited to CCRIS and any other credit agencies at any time as and when it deems fit with prior notice to the Cardmember unless the Cardmember expressly objects in writings to such checking to be performed. By applying for a Card or any additional facilities related to the Card issued by the Bank, the Cardmember has provided his/her consent to CTOS, FIS, CCRIS, and other Credit Reporting Agencies, to release his/her credit report to the Bank and/or their legal representatives for the purposes of enabling the processing of a facility or transaction and any related processes arising from it including but not limited to credit evaluation, monitoring, credit reviews and debt recovery purposes.

18. OVERSEAS TRANSACTIONS

- 18.1 The Cardmember may use the Card outside Malaysia where there are Authorised Merchants and/or Visa International/MasterCard Worldwide.
- 18.2
- 18.3 Where the Cardmember uses the Card outside Malaysia, the transaction incurred will be converted to Ringgit Malaysia where the exchange rate is determined by Visa International/MasterCard Worldwide at the date it is processed by Visa International/MasterCard Worldwide plus 1% foreign exchange spread (previously known as administration cost).
- 18.4 In the event the PIN is not supported or executable for overseas transaction, the Cardmember's signature is required by the Authorised Merchant at the attended Electronic Point-of-Sale Terminal.

19. TERMINATION, SUSPENSION OR RESTRICTION ON THE USAGE OF CARD

- 19.1 The Bank may decide not to renew, to cancel, to revoke or suspend or restrict the use of Card by the Cardmember by giving at least seven (7) days' notice to the Cardmember and/or Company, unless otherwise required by regulatory bodies/agencies/court orders where upon all monies owing to the Bank under the Card Account shall become due and payable immediately in full upon the happening of the following events or any of them:
- If the Cardmember breaches any provisions set out in this Agreement or the Company breaches any applicable terms governing the Facility insofar as such breach relates to or affects the issuance or use of the Card;
 - The Cardmember dies or becomes insolvent, committing an act of bankruptcy, or if the Company is wound up, placed under liquidation, judicial management, receivership or any analogous insolvency proceedings, or if any resolution or application is made for such purposes;;
 - If the Cardmember fails to comply with any obligation under this Agreement or any other agreement with the Bank insofar as such agreement relates specifically to the issuance, use or operation of the Card;
 - If in the opinion of the Bank, the Cardmember has failed to operate the Card or any related account satisfactorily or has committed or is likely to commit a default under any agreement with the Bank in which the Cardmember is a party; Any order for execution, writ of attachment, garnishment or any other legal proceeding is issued against the Cardmember;

- e. If the Bank decides that the financial position of the Cardmember is or has deteriorated and/or his ability to fulfil his obligation in this Agreement has become impaired or prejudice the repayment of the Credit Limit facility or the repayment of the Minimum Payment due;
 - f. The Card is use for transaction or as payment related to Unlawful Activities;
 - g. The Cardmember is suspected, connected or associated with any Unlawful Activities; or
 - h. The Cardmember or the Company requests for the cancellation of the Card.
- 19.2 Upon termination of the Card or upon the revocation, suspension or restriction of the rights of the Cardmember to use the Card aforesaid, the Cardmember shall, upon demand by the Bank, settle his/her Card Account in full as required by the Bank. The Cardmember will remain liable for any transaction effected through the use of the Card (whether before or after the termination of the Card), including transactions effected but not yet posted to the Card Account. The Cardmember may only use the Card after the Bank has notified the Cardmember that the Bank has uplifted the suspension of the Card.
- 19.3 For the avoidance of doubt, any suspension, restriction, cancellation or termination of a Card may be effected on an individual Card basis and shall not, of itself, affect the validity of the Facility or the continued issuance or use of any other Card issued under the Facility, unless the Bank otherwise determines.

20. RIGHTS OF CONSOLIDATION AND SET-OFF

The Bank may, upon seven (7) days of prior notification to the Cardmember, combine, consolidate or merge all or any of the Cardmember's account(s), whether current, investment or otherwise, with the liabilities to the Bank and the Bank may set off or transfer any sum standing to the credit of any such account in or towards the satisfaction of any of the Cardmember's liabilities to the Bank. If the Cardmember's account is in another currency and conversion to Ringgit Malaysia is required, the Bank shall use its prevailing rate of exchange at the time of conversion.

21. CROSS DEFAULT

If you breach any of the terms and conditions in any other agreement with us, either for the Facility or for any banking/credit facilities, we may terminate the Facility and thereafter all monies owing to us will immediately become due and payable in accordance with Clause 19.2 and 19.3 of this agreement.

22. MISCELLANEOUS

Unless expressly stated otherwise, the provisions in this Clause 22 apply to the Cardmember. Where any provision in this Clause 22 relates to the operation of the Card under the Facility and/or affects the Company's obligations or liabilities to the Bank in respect of the Facility, such provision shall also apply to the Company to the extent relevant.

22.1 LAW

This Agreement shall be governed by and construed in accordance with the Laws of Malaysia. The Cardmember (and the Company, to the extent applicable pursuant to this Agreement) submits to the jurisdiction of the Courts of Laws in Malaysia. and agree that service of any process may be affected by posting the same in the manner set out in Clause 22.8.

22.2 WAIVER

Time shall be the essence of this Agreement but no failure to exercise and no delay in exercising on the part of the Bank of any right power privilege or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The right and remedies in this Agreement are cumulative and not exclusive of any right or remedy provided by law.

22.3 PRESERVATION OF RIGHT AND ENTITLEMENT

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

22.4 VARIATION OF AGREEMENT

The Bank may from time to time vary, add to or amend the terms and conditions set out in this Agreement by giving out twenty-one (21) calendar days prior written notice to the Cardmember.

Where such variation, addition and/or amendment affects the Company's obligations or liabilities to the Bank in respect of the Facility, the Bank shall also give notice to the Company.

In the event the Cardmember is not agreeable to such variation, addition and/or amendment, the Cardmember surrenders the Card and return the same to the Bank cut in half across the magnetic stripe and chip within twenty-one (21) days from the date of the notice by the Bank. Otherwise, the Cardmember shall be deemed or considered to have accepted such variation, addition and/or amendment.

22.5 DISCLOSURE

The Cardmember authorises the Bank to disclose or reveal any information relating to the Cardmember's account, Cardmember, the facilities given by the Bank to the Cardmember as required by law or any regulatory authority for the performance of this Agreement:

- a. To any Authorised Merchant, any bank or financial institution, Visa International/MasterCard Worldwide and any member institution of Visa International/MasterCard Worldwide or any interest party to facilitate the use of the Card.
- b. To any authority or body established by the BNM or any other authority having jurisdiction over the Bank, any guarantor(s)/ security parties, and/or its lawyers or any other debt collection agent or service provider.

For or in connection with any action or proceeding taken for the purpose of recovery of monies due and payable by the Cardmember to the Bank.

The Cardmember and Company acknowledge and consent to the Bank's reporting obligations under the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS), including disclosure of relevant information to local or foreign tax authorities where required by law.

The Bank will maintain all applicable Payment Card Industry Data Security Standard (PCI DSS) requirement to the extent the Bank possess or otherwise store, process or transmit Cardmember data on behalf of the Cardmember, or to the extent that the Bank could impact the security of the Cardmember data environment.

22.6 FURTHER DOCUMENTS

The Cardmember undertakes to sign such further documents as may be requested by the Bank from time to time as maybe required by law or by the Bank to enforce or to perfect this Agreement.

22.7 SERVICE OF SUMMON AND STATEMENT OF CLAIM

The parties agree that the service of summons and statement of claim arising out of this Agreement by post to the Cardmember's last known address stated in the Bank's application form or to such other address notified by the Cardmember to the Bank from time to time shall be deemed or considered to have been served five (5) days after posting of the summon and statement of claim.

22.8 THIRD PARTY COLLECTION AGENT

- a. The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardmember under this Agreement.
- b. The Bank reserves the right at any time to disclose to an appointed debt collection agency or a collection agent the Cardmember's Card account number and any other relevant information for matters pertaining to the Card Account to collect all or any monies due and owing to the Bank from the Cardmember by giving seven (7) days prior notice to the Cardmember.

22.9 CERTIFICATE OF INDEBTEDNESS

A Certificate of Indebtedness issued by the Bank shall be final and conclusive evidence in the Court of Law of the Bank's Cardmember's total outstanding sum due and payable by the Cardmember to the Bank except if there is a manifest error.

22.10 SEVERABILITY

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

22.11 ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001

The Bank may be obliged under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001 and/or other laws and regulations to report certain transaction to BNM and/or other relevant authorities and the Cardmember(s) consent to the same and agrees that the Bank, its officers and employees shall be under no liability for making such reports.

22.12 GROUP PRIVACY CLAUSE

- a. The Cardmember are reminded to read and understand the Bank's Privacy Notice available on www.affinonline.com. For avoidance of doubt, the Cardmember agree that the said Group Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- b. In the event the Cardmember provide personal and/or financial information relating to third parties, including information relating to the next-of-kin and dependents or information relating to the Cardmember's directors, shareholders, officers, individual guarantors and security providers (for corporations), for the purpose of opening or operating account(s)/ facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Cardmember:
 - i. confirm that he/she has obtained their consent and/or are otherwise entitled to provide this information to the Bank and to use it in accordance with this agreement;
 - ii. agree to ensure that the personal and financial information of the said third parties is accurate; and
 - iii. agree to update the Bank in writing in the event of any material change to the said personal and financial information.
- c. Where the Cardmember instructs the Bank to effect 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 overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank or its agents to enter into any cross-border transaction on the Cardmember's behalf, the Cardmember further agree to the above said disclosures on his/her own behalf and others involved in the said cross-border transaction.
- d. The Cardmember shall inform the Bank at any time to opt-out if the Cardmember does not wish to receive marketing communications from the Bank or other members of Affin Bank Berhad Group of Companies (ABB Group) by calling our Contact Centre at 03-8230 2222 or by writing in to the Branch Manager Services of the servicing Branch or office of the ABB Group or by writing in to Cards Business Department:

AFFIN BANK BERHAD
 Cards Business Department
 Level 5 Menara AFFIN
 Lingkaran TRX, Tun Razak Exchange
 55188 Kuala Lumpur

- e. The Cardmember acknowledges that certain communications such as Statements of account and the Bank websites contain standard information regarding the Bank's other products and services that cannot be removed without affecting the delivery/ provision of its services and/or products, the operation of the Cardmembers account(s) and/or facility(ies) with the Bank, and/or additional costs to the Bank.
- f. The Bank may use a credit reference agency to help make decisions, for example when there is a need to:
 - i. check details on applications for credit and credit-related or other facilities;
 - ii. manage credit and credit-related accounts or facilities, including conducting reviews of the Cardmember's portfolio(s); and/or
 - iii. recover debts.
- g. The Cardmember will be linked by credit reference agencies to any other names which he/she may use or have used, and any joint and several applicants. The Bank may also share information about the Cardmember and how his/her managers manage his/her account(s) / facility (ies) with relevant credit reference agencies.
- h. The Bank reserves the right to amend this Privacy Clause from time to time by placing such amendments on Bank's websites or notices at the banking halls or at prominent locations within our Branches. The amendment shall take effect after twenty-one (21) calendar days upon first placement of the same.

- i. This clause shall be in addition to any regulatory requirements of BNM on disclosure of information.

22.13 TAX

Any sum specified or payable under this Agreement is exclusive of applicable taxes. The Bank's charges do not include any future taxes that may be imposed. If a new tax or levy is implemented, the Bank is entitled to recover from the Cardmember any such taxes or levies imposed by laws or regulations (including any amendments thereto) on fees, charges, or services related to the Cardmember's account and/or facilities with the Bank.

22.14 OTHER TERMS AND CONDITIONS

This Agreement governs the use and operation of the Card by the Cardmember and shall be read together with the terms and conditions governing the Facility between the Bank and the Company (including the Letter of Offer and the Company terms and conditions).

Any instalment plans made available in respect of the Card shall be subject to the applicable instalment terms and conditions issued by the Bank from time to time.

In the event of any inconsistency, the terms governing the Facility shall prevail in respect of the Facility, and this Agreement shall prevail in respect of the use and operation of the Card by the Cardmember. In line with the Bank's commitment to upgrade Cardmember services and benefits, the Bank shall have the right to review and revise the features and benefits listed in this Agreement from time to time by giving out twenty-one (21) calendar days prior notice, via posting on the Bank's website or a written notice to the Cardmember. Cardmember is advised to refer to the updated terms and conditions at the Bank's website at www.affinalways.com from time to time.

The latest terms and conditions made available on the Bank's website shall apply after twenty-one (21) calendar days if the Cardmember do not respond in accordance with Clause 22.4 of this Agreement.

The Bahasa Malaysia version of the terms and conditions is available at www.affinalways.com

AFFIN BANK BERHAD GROUP ENTERPRISE BANKING

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