

TERMS AND CONDITIONS FOR AFFIN BUSINESS CARD FACILITY (JOINT & SEVERAL LIABILITY) ("Terms & Conditions")

This document sets out the terms and conditions governing the legal relationship between Affin Bank Berhad ("the Bank"), and the Company in respect of Facility issued at your request.

1. DEFINITIONS AND INTERPRETATION

The following words and expressions used in this Terms and Conditions have the following meanings:

"AFFIN", **"Bank"** **"our"**, **"us"** or **"we"** means Affin Bank Berhad (Reg.No. 197501003274 (25046-T))/ whose registered office is Level 19, Menara AFFIN, Lingkaran TRX, Tun Razak Exchange, 55188 Kuala Lumpur and shall include all its branches in Malaysia.

"Associated Party" means any of the following: -

- a) your director;
- b) your shareholder;
- c) a company of which any of your directors is a director or a shareholder;
- d) a company of which any of your shareholders is a shareholder or a director;
- e) your parent or holding company;
- f) your subsidiary company;
- g) a company of which you are directly or indirectly a shareholder;
- h) a partnership of which you are a partner;
- i) a sole-proprietorship of which you are a proprietor;
- j) a company of which you are a director.

"Authorised Signatory" means any person you authorise (either alone or collectively), and approved by us, to operate your account(s), and to act on your behalf in giving instructions, to perform any acts under an agreement between you and us, or to use any facility, product or service we make available to you.

"Cardmember Form for AFFIN Business Card" means the application form that you shall use to appoint/nominate the Cardmembers and assign the Credit Limit for the Card and to be duly executed by the Cardmember.

"Card" means any business card issued by us under the Facility from time to time, including any replacement or renewal thereof.

"Card Account" refers to the account opened with and maintained by us for each Card for debiting of the value of all purchases of goods or services and all transactions effected using the Card, and all connected fees and charges.

"Cardmember" means the person or persons appointed/nominated by you via the Cardmember Form for AFFIN Business Card to whom the Card is issued and whose name appears on the Card as an authorised user of the Card issued under the Facility.

"Cardmember Agreement" means the terms and conditions in the AFFIN Business Card Cardmember Agreement governing the use of the Card by Cardmember as amended from time to time which can be downloaded from the Bank's website at AffinAlways.com

"Company" **"you"** or **"your"** means the company, sole proprietor, partnership, business owner, association, society or any other entities which are properly and legally incorporated in Malaysia making the application for the AFFIN Business Card facility via the Group Enterprise Banking - Financing Application Form and successfully accepting the Facility.

"Consolidated Statement" refers to the monthly statement issued to you every month showing the Total Balance Due for each Card and the total sum outstanding under the Facility.

"Corporate Credit Limit" means the credit limit that is assigned by us to you under and for the purposes of the Facility.

“Credit Limit” means the maximum amount (assigned by you to each Card issued under the Facility via the Cardmember Form for AFFIN Business Card that the Cardmember is allowed to have outstanding on the Card Account.

“eStatement” means the electronic statement which is available for viewing through the AFFINMAX following his/her enrolment for the eStatement service for the Card.

“Facility” means the AFFIN Business Card Facility granted to you pursuant to the Letter of Offer.

“Group Enterprise Banking – Financing Application Form” means the application form uses by you to apply for the Facility which must be completed and executed by your Authorised Person.

“Legal Process” includes but not limited to any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments, notices and any other documents which are required to be served under any written law and such notices under the Insolvency Act 1967.

“Security” means the security or securities required to be given to us in exchange for our granting to you of the Facility.

“Security Party or Security Provider” means any person creating or giving the Security.

“Statement Date” refers to the date of the Statement of Account and/or the Consolidated Statement.

“Statement of Account” means the physical copy of the statement we will issue to the Cardmember every month or upon the Cardmember’s written request or the monthly eStatement which is available for viewing through the Cardmember’s AFFINMAX, showing the Total Balance Due, and purchases of goods and/or services, cash withdrawals, transactions, fees and charges incurred, and any other transactions effected using the Card.

“Total Balance Due” means the total sum outstanding under each Card Account as at the Statement Date under the Facility. [Affin Bank Berhad](#)

“Validity Period” means the period stated on the Card.

2. RELATIONSHIP WITH CARDMEMBER TERMS & CONDITIONS

You agree that the terms and conditions governing the use and operation of the business card are set out in the AFFIN Business Card Cardmember Agreement.

The AFFIN Business Card Cardmember Agreement shall apply to the Company only to the extent necessary to give effect to the Company’s obligations and liabilities to the Bank arising from or in connection with the use of any Card issued under the Facility.

For the avoidance of doubt, the provisions in the AFFIN Business Card Cardmember Agreement relating to the use, operation and handling of the Card by individual Cardmembers shall apply to such Cardmembers, while those provisions which give rise to or affect the Company’s obligations and liabilities to the Bank shall apply to the Company to the extent relevant.

3. ISSUANCE OF THE CARD

You shall submit the duly completed and executed Cardmember Form for AFFIN Business Card to us.

- 3.1. Upon our approval, we shall issue the Card(s) to the Cardmember(s) nominated by you.
- 3.2. The Card is issued strictly for business-related expenses of the Company, and we shall not be responsible for monitoring or determining the nature of expenses incurred.

4. SEARCHES, CARD(S) AND THE FACILITY

- 4.1 We may but are not obliged to conduct bankruptcy/winding up searches or credit related searches from any credit reference agencies/providers or credit reporting agencies, database or system on any person, including but not limited to you or any of your directors, Authorised Signatories and Security Party before and at any time after the Facility.

- 4.2 You consent, and will procure the consent of each director, Authorised Signatories and Security Party, to us to carry out such searches on you and/or such director, Authorised Signatories and Security Party to the extent permitted by the law.
- 4.3 At all times, the Card shall remain as our property and must be returned to us upon our written request.
- 4.4 We may refuse to issue, re-issue, renew or replace any Card for any reasons deemed reasonable to us.
- 4.5 We may also withdraw or terminate the Facility by giving notice to you.
- 4.6 The Facility shall be governed by this Terms and Condition. The use and operation of the Card shall be governed by the AFFIN Business Card Cardmember Agreement.
- 4.7 Both the Facility and the use of the Card shall at all times be subject to all applicable requirements, directives, regulations and guidelines issued by us, Visa International/MasterCard Worldwide, Bank Negara Malaysia and/or any other authority having jurisdiction over us, from time to time.

5. YOUR LIABILITY

- 5.1. You shall be liable to us for all transactions made under each Card Account, regardless of whether the transactions are authorised by the Cardmember including all charges, interest, fees, penalties and commissions until full settlement of the Total Balance Due under the Facility and the return to the Bank of all Cards issued thereunder, duly cut in half and cancelled.
- 5.2. You are liable to pay for the applicable service tax chargeable on the Card, as at the date of activation or renewal of the Card or at any date subsequent to the date of activation or renewal of the Card is required by law, regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives from time to time) to be paid to anybody or authority having jurisdiction over us.
- 5.3. You are liable to pay for any taxes or levies which is required by law, regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives from time to time) to be paid to anybody or authority having jurisdiction over us, in respect of any fees and charges charged or incurred by us in relation to the Facility and/or the Card.
- 5.4. Any taxes or levies incurred by us in relation to the use of the Facility and/or the Card shall be borne by and charged to you and in the event that we shall effect payment, you shall be liable to reimburse us for such amounts paid.
- 5.5. You shall be solely responsible for establishing and maintaining adequate internal controls, policies and procedures governing the use of the Card, including the appointment, supervision and revocation of Cardmembers.

6. PAYMENT

- 6.1. We shall, by ordinary post or e-statement, send the following:
 - a) The Statement of Account to the Cardmember; and/or
 - b) The Consolidated Statement to you.
- 6.2. On or before the Payment Due Date, you must pay: -
 - a) the total outstanding balance in the Consolidated Statement/Statement of Account; or
 - b) the Minimum Payment Due in the Consolidated Statement/Statement of Account.
- 6.3. You shall be responsible to notify us in the event you do not receive the Consolidated Statement.
- 6.4. We will calculate the Minimum Payment Due based on the following: -
 - a) If the outstanding balance of the Card Account as at the Statement Date is within the Credit Limit, the Minimum Payment Due will be: -
 - i) 5% of the outstanding balance; and
 - ii) unpaid minimum payments from previous Statements of Account, subject to a minimum of RM50.

- b) If the outstanding balance of the Card Account as at the Statement Date is more than the Credit Limit, the Minimum Payment Due will be: –
 - i) the entire amount in excess of the Credit Limit;
 - ii) of the outstanding balance; and
 - iii) other unpaid minimum payments from previous Statements of Account.
- 6.5. Any payment received from you shall first be applied to settle balances that attract higher interest rates (including cash advances, if applicable) before balances that attract lower interest rates. Payment shall thereafter be applied in the following order: (a) tax; (b) outstanding finance charges; and (c) fees and charges.
- 6.6. Our acceptance of late or partial payments marked as constituting payment in full shall not operate to prevent us from enforcing any of our rights under this Terms and Conditions or operate as our consent to the modification of this Terms and Conditions.

7. FEES & CHARGES

- 7.1. You agree to pay and authorise the Bank to debit from the relevant Card Account(s) and/or any of your accounts with the Bank, at any time, all fees, charges, interest, taxes, duties or levies incurred in connection with the Facility and the issuance of the Card(s), including but not limited to finance charges, late payment charges, annual fees, service fees and such other fees and charges as may be prescribed by the Bank from time to time. You further agree to pay all legal costs, charges and expenses (on a full indemnity basis) which the Bank may incur in enforcing or seeking to enforce this Terms and Conditions or in recovering or seeking to recover any monies owed by you in relation to the Facility.
- 7.2. We reserve the right to amend and change the rate of any fees, charges, and/or the method of calculation by giving you adequate prior notice in the manner as set out under this Terms and Conditions. The variation or change will be effective from the date stated in the notice.

8. ASSIGNING CREDIT LIMIT TO CARDMEMBER

- 8.1. Upon approval of the Facility, we shall grant a Corporate Credit Limit to you.
- 8.2. You shall, via the Cardmember Form for AFFIN Business Card, assign a Credit Limit for each Card issued to the Cardmember, the total of which shall not exceed the Corporate Credit Limit granted to you.
- 8.3. Notwithstanding Clause 8.2, the assignment of Credit Limit is subject to our approval.
- 8.4. Without prejudice to Clause 8.1, you may apply to increase, reduce or vary the Credit Limit for the Card(s) issued under the Facility at any time and from time to time by submitting a written request issued by the Authorised Signatory(s).
- 8.5. We reserve the right to exercise our independent credit assessment and evaluation and reduce or vary the Corporate Credit Limit granted to you or the Credit Limit for the Card(s).
- 8.6. To the fullest extent permitted by law, we shall be under no obligation or liability to you to ensure that the Credit Limit or the Corporate Credit Limit is not exceeded and you shall immediately settle all amounts in excess of the Corporate Credit Limit or the Credit Limit of a Card upon the receipt of the Statement of Account, the Consolidated Statement or such other notice, letter or document as we may deem appropriate.

9. VALIDITY OF THE CARD

- 9.1. The Card is valid for the Validity Period unless the Card is cancelled or terminated under the terms and conditions in the AFFIN Business Card Cardmember Agreement.
- 9.2. You are required to immediately notify us in writing in the event you wish to terminate the Facility and/or the use of any Card which is issued under the Facility.
- 9.3. Upon provision of the notification stated in Clause 9.2 above, you shall return to us, all the Cards issued under the Facility or the specific Card, duly cut in half across the magnetic stripe and chip so as to render it unusable, together with a written notice confirming such return. Notwithstanding the termination/cancellation of the Card, you shall continue to be liable for all obligations incurred prior to

such cancellation as well as for any and all previous breaches of this Terms and Conditions. No refund of the annual fee and service tax or any part of it shall be made .

- 9.4 You shall notify the Bank upon the cessation of employment of any Cardmember (whether by resignation, termination or otherwise) and shall ensure the prompt return of the relevant Card to the Bank. Notwithstanding such cessation of employment or the return of the Card, the Company shall remain fully and primarily liable to the Bank for all credit extended and all transactions effected using the Card prior to such return. .

10. REPRESENTATIONS AND WARRANTIES

General Representations and Warranties

- 10.1. Our acceptance of your application for the Facility is in reliance on the following representation and warranties made by you, all of which must be complied with in all material respects throughout the duration of the Facility: -
- a) you have full power, right, capacity and authority to accept and agree to this Terms and Conditions and perform this Terms and Conditions;
 - b) that there are no litigation (whether civil or criminal) arbitration or administrative proceedings, pending, on-going or threatened against you;
 - c) that you are able to pay your debts as and when they fall due and that no winding- up proceedings have been commenced or are being threatened against you;
 - d) that you have filed all tax returns which you are required by law to file and have paid or made adequate provision for the payment of all taxes, assessments, fees and other governmental charges assessed against you or upon your properties, assets, businesses and incomes;
 - e) that no Event of Default has occurred or is continuing;
 - f) that there has been no change in your financial condition which would materially affect in an adverse way your ability to perform the obligations under this Terms and Conditions;
 - g) that all the information given by you to us in relation to the Facility do not contain any untrue or misleading statement or omit to state any fact;
 - h) that you are not aware of and have not intentionally withheld any information or fact which may result in or give rise to the implementation of the Facility, causing us to breach any applicable laws;
 - i) that you are not involved in any ~~Illegal Activities~~ **Alleged Activities** and all moneys provided to us are not derived in any way from illegal activities;
 - j) that you are not: -
 - i. a national or resident of any country which is subjected to Sanctions.
 - ii. an entity incorporated under the laws of or owned or controlled (directly or indirectly) by a person located in or organised under the laws of a country which is subjected to Sanction; or
 - iii. a person listed on any sanctioned persons list published by any government, governmental institutions or agencies, regulator or authority or prepared by the Group; and
 - k) except with our express written consent, no person has or will have any security or other encumbrances over the Facility;
 - l) That your application of the Facility, the execution of this terms and the Cardmember Form for AFFIN Business Card or subscription of any services will not contravene any applicable law.
- 10.2. The above representations and warranties shall be deemed repeated whenever you give any instructions in connection with the Card Account.

Financial Crime

- 10.3. We shall be entitled to take all actions we consider appropriate in order for us to meet any obligation or requirement, either in Malaysia or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("Financial Crime").
- 10.4. You understand and agree that if any activities, conduct or circumstances you are involved in (directly or indirectly) may expose us to legal or reputational risk, or actual or potential regulatory or enforcement actions, we shall at any time, have the right to immediately: -
- a) close all accounts and terminate all facilities/services you have with us;
 - b) delay, block or refuse the making or clearing of any payment, the processing of instructions or the application for services or the provision of all or part of the services;
 - c) terminate and/or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or services and demand repayment of all sums outstanding;

- d) make reports and take such other actions as we may deem appropriate; or
- e) exercise all our rights stated in Clause 11.

10.5. You undertake that you will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold us harmless, indemnify us and keep us indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may suffer or incur in connection with or arising from any breach by you of this undertaking.

10.6. You represent and warrant that you and/or any Associated Party, or to your knowledge, any director, shareholder, partner, officer, agent, employee or other person acting on your behalf or any of the Associated Party has not engaged in any activity or conduct or has not taken an action, directly or indirectly, that would violate any applicable anti-bribery and anti-corruption law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (the "MACCA"), the United Kingdom Bribery Act 2010 (the "UK Bribery Act") and the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA"). You further represent and warrant that you, and to your knowledge, the Associated Party are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or Regulations and have in place policies and procedures designed to ensure, and which are reasonably expected to continue ensure, continued compliance therewith.

11. TERMINATION, CANCELLATION OR SUSPENSION OF THE FACILITY

11.1. You may terminate the Facility by giving us one (1) month written notice.

11.2. We may withdraw, terminate or suspend the Facility or the use of the Card(s) issued under the Facility, upon the occurrence of any of the following ("Event of Default"):

- a. as we deem fit with one (1) month written notice to you;
- b. you fail to comply with the payment or manner of payment of any monies payable under this Terms and Conditions;
- c. you fail to comply with the payment or manner of payment of any monies payable under any other agreement in relation to any banking/credit facilities granted by us to you;
- d. you and/or the guarantors fail to observe or perform any of this Terms and Conditions or under any security documents or other documents;
- e. you and/or any of the guarantors become wound-up, bankrupt or insolvent or allow judgment to remain unsatisfied for more than twenty-one (21) days;
- f. you and/or any of the guarantors commit an act of bankruptcy or is unable to pay your or its debts or suspend the payment of your or its debts;
- g. any resolution is passed, or if a petition is presented against you or any of the guarantors for bankruptcy, liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee or judicial manager;
- h. a liquidator, receiver, trustee, judicial manager or a similar official is appointed for all or a substantial part of your assets or the assets of any of the guarantors;
- i. execution or any form of recovery or enforcement action is levied or taken against any of your assets or the assets of any of the guarantors;
- j. you stop or threaten to stop carrying on your business;
- k. you change or intend to change the nature or scope of your business as is presently conducted;
- l. you transfer or dispose of or intend to transfer or dispose of a substantial part of your assets;
- m. if there is any change, whether direct or indirect, in your ownership or control or there is adverse change in your business financial condition, operation or performance which we consider significantly or materially affects your business or your ability to perform your obligations under the Facility and/or any of the your agreement with us;
- n. you are blacklisted pursuant to any guidelines issued by Bank Negara Malaysia or any other authority having jurisdiction over us;
- o. a distress execution, attachment or other legal proceedings are levied, enforced or taken out against your properties and is not discharged or stayed within seven (7) days;
- p. any litigation (whether civil or criminal), arbitration or administrative proceedings is pending, on-going or threatened against you;
- q. your credit rating as determined by us has deteriorated;
- r. you and/or any of your guarantors enter or attempt to enter any composition or arrangement with or for the benefit of your or their creditors;
- s. you commit or threaten to commit a default or breach of any agreements, covenants, stipulations, terms or conditions executed between you and us, on your part to be observed and performed;

- t. at any time after your acceptance of the Facility, laws and regulations governing us make it unlawful, illegal or impossible for us to grant you or to continue to grant you the Facility or to comply with our obligations under this Terms and Conditions or for us to enforce any of our rights under this Terms and Conditions, any security documents or any other agreement in relation to any banking/credit facilities granted by us to you;
 - u. any investigation by the police or regulators is pending, on-going or threatened against you;
 - v. if we are of the view that your financial position has become unsound, or that you are unable to fulfil this Terms and Conditions; and
 - w. if we are of the view that there is any change in the market conditions which would cause the continuation of the Facility and services offered to you to be temporarily or permanently not practical or not possible from a commercial point of view;
 - x. we suspect or have reasons to believe that the Facility and/or the Card(s) or any part of it is used for an unlawful activity; or
 - y. you or any Security Party have been charged or convicted for any criminal offences or have any criminal records;
 - z. there is any report lodged against you or any Security Party under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001; and we decide, that the continuation of the Facility could likely be detrimental to our own position or that our security position could be in jeopardy; Any decision made by us - shall, in the absence of manifest error, be final and binding
- 11.3. Upon termination of the Facility, we will cease to be under any further obligation to you and all monies together with any interest, fees, taxes, duties and levies shall immediately become payable by you on demand (but without the legal obligation to do so) by us, and we will be entitled to recover the monies with interest at the rate and in the manner set out in this Terms and Conditions.
- 11.4 Notwithstanding anything to the contrary, we may immediately suspend the use of any Card without prior notice where we reasonably suspect fraud, financial crime, security compromise or regulatory risk.

12. FEATURES AND BENEFITS GENERALLY

We may amend, modify, revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges conferred on you and/or the Cardmember.
[Affin Bank Berhad](#)

13. RIGHT OF SET-OFF AND CONSOLIDATION

- 13.1. In addition to any general right of set-off under law or any other agreement, you agree that we may combine or consolidate the outstanding balance under the Facility with all or any of your existing accounts with us, whether singly or jointly with any other persons. You authorise us, after giving you seven (7) days' notice, to set-off or transfer any sum standing to the credit of any of your accounts towards satisfaction of any sum due and payable to us by you under this Terms and Conditions or under any other agreements and/or in any other respect, whether such liabilities are present or future, actual or contingent, primary or collateral, and several or joint ("the Liabilities").
- 13.2. Upon issuance of the notice mentioned in Clause 13.1 above, we may earmark or place a hold on funds in your existing accounts with us, limited to the outstanding amount due under the facility, pending the exercise of our right of set-off. You shall not withdraw the earmarked funds without our prior written consent.
- 13.3. Where such combination, set-off, consolidation or transfer requires the conversion between currencies into another, such conversion shall be calculated at our own prevailing spot rate of exchange as determined by us for purchasing the currency for which you are liable for.
- 13.4. If there is a shortfall between the amount due and the amount so realised, you must immediately upon demand pay to us the amount of such difference, and until our receipt of full payment, you will also pay interest on such balance at such rate we may specify from time to time both after as well as before any judgment, and irrespective of whether or not banker-customer relationship between us and you have ceased or been terminated.
- 13.5. Neither the Card Account nor any of your rights, title or interest in them can be assigned, transferred or encumbered (except in our favour, or with our written consent). You undertake not to or to purport to, sell, assign, transfer, mortgage, charge or otherwise deal with or encumber the Card Account or any of your rights, title or interest in them, and any such sale, assignment, transfer, mortgage, charge or other dealing will be void.

13A. RIGHT TO DEBIT

13A.1. Without affecting any other rights that we may have under this Terms and Conditions or by law, we may, at any time with prior notice, debit any of your accounts (including the balance on any overdraft account) which you may have with us and payable by you to us, including but not limited to costs, expenses, disbursements, taxes, duties or levies.

13A.2. If there is an Event of Default, any debiting of your account by us shall not amount to a waiver of such Event of Default.

14. CROSS DEFAULT

14.1 Cross default arises in any of the following:

- a. Any other indebtedness of the Customer whether with the Bank or with other financial entities or non-financial entities becomes payable or due prematurely, or becomes capable of being declared payable or due prematurely, by reason of a default by the Customer in its obligations with respect to that indebtedness; or
- b. The Customer fails to make any payment in respect of that indebtedness on the due date of such payment, or if due on demand when demanded; or
- c. Upon the security for any such indebtedness becoming enforceable, the Bank shall be entitled to call an event of default and pursue its remedies accordingly.

14.2 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 11.3.

15. APPOINTMENT OF AGENT

15.1. We may by giving you seven (7) days' prior notice, appoint any agent and/or a debt collection agency to collect all and any sums due to us, which is owing and payable by you under this Terms and Conditions.

15.2. You irrevocably authorise and consent to us and/or our officers disclosing any information relating to you and/or your Facility to any such agent and/or debt collection agency, for the purpose of recovering all and any sums due to us, which is owing and payable by you under this Terms and Conditions.

16. VARIATION

16.1. To the fullest extent permitted by law, we may change the rates, fees, charges as well as this Terms and Conditions (including by adding new terms or removing or substituting any existing terms) by giving you twenty-one (21) days' notice via posting on AFFIN's website at www.affinalways.com, displaying a notice at any of our branches and/or a statement insert in the Statement of Account and/or the Consolidated Statement or any other manner as notified to you.

16.2. Any changes referred to in Clause 16.1 will be effective on the date we specify. The retention or use of the Card after the effective date will be deemed to constitute your acceptance of such alteration without reservation. If you do not accept the changes stated in Clause 16.1 above, you must terminate the Facility within fourteen (14) days from the date of notification of the variation or alteration and the provision under Clause 11.3 shall apply.

17. COMMUNICATION OF INSTRUCTIONS

17.1. You authorise us to act on your Authorised Signatories' instructions given by the following communication devices or other means of telecommunication instructions which we in good faith believe are given by you:

- a) electronic or computer devices, such as telephone, electronic mail, etc.;
- b) mobile devices, such as mobile phone (including Short Messaging Services (SMS) sent from the mobile contract number last known to us); and/or
- c) postal services, such as mail and courier.

17.2. Unless expressly stated otherwise in this Terms and Conditions, if you request and if we agree, we shall be entitled to rely and act upon any instruction given in writing communicated and/or over the communication devices as stated in Clause 17.1 above and shall not be faulted for acting in good faith

upon any such instruction. To the fullest extent permitted by law, we shall not be liable to you any loss, liability or expense which result from any error or unauthorised instruction beyond our reasonable control.

- 17.3. To the fullest extent as may be permitted by law, you undertake to hold and continue to hold us harmless against all actions, proceedings, claims, demands, liabilities, losses, damages, costs and expenses) arising out of or incurred by us as a result of us agreeing to act on such instructions referred to in Clause 17.1, unless it is due to our willful default or gross negligence.

18. DISCLOSURE

- 18.1. You agree and consent that we (including our officials, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or your Facility) can disclose at any time without notifying you, any information relating to you or your Facility and any of your Authorised Signatories, to the following persons: -
- a) any one of our branches, agencies, representative officers, affiliated, associated or related corporations, and their respective officers, servants or agents, whether in Malaysia or elsewhere ("Bank's Group"), for any of the following purposes: -
 - i. providing you with banking services;
 - ii. reporting;
 - iii. data matching;
 - iv. improving and furthering the provision of other services by us or any member of the Bank's Group to you;
 - v. fraud or crime prevention;
 - vi. investigating, preventing or otherwise in relation to money laundering and criminal activities;
 - vii. debt collection;
 - viii. outsourcing our operations;
 - ix. performance of duties as our officer or in connection with the conduct of audit or the performance of risk management;
 - x. facilitating our performance or any members of the Bank's Group's functions;
 - xi. compliance with the Bank's Group's policies, guidelines, directives or requirements;
 - xii. corporate exercise;
 - xiii. any legal process initiated by or served on us;
 - b) any merchants or establishment which accepts the Card, any other bank or financial institution, VISA International Service Association/MASTERCARD Worldwide or its successors, any member of VISA International Service Association and/or MASTERCARD Worldwide and/or any other interested party to facilitate the use of the Card or the processing of any transaction affected or investigation of whatsoever nature to be made;
 - c) any person for or in connection with any action or proceeding taken to recover monies due and payable by you to us under this Terms and Conditions;
 - d) any person, whether in Malaysia or elsewhere, who provides electronic or other services to us for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;
 - e) to any person, whether in Malaysia or elsewhere, which we engage for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced;
 - f) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
 - g) credit card companies and financial institutions in connection with credit card enquiries;
 - h) to other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
 - i) our auditors, solicitors, and professional advisors;
 - j) our stationery printers, vendors of the computer systems we use, and to such persons installing and maintaining them and other suppliers of goods or service providers we engage;
 - k) any credit bureau of which we are a member, and any other members and/or compliance committee of such credit bureau;
 - l) any rating agency, business alliance partner, insurer or insurance broker or direct or indirect provider of credit protection;
 - m) any actual or potential participant or sub-participant in relation to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
 - n) for transactions effected or processed with or without your authority in or through the ATMs of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the ATM card and their respective agents or contractors;

- o) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any members of the Bank's Group;
 - p) any person to whom we or any members of the Bank's Group is permitted or required to disclose to under the law of any country;
 - q) any other person to whom such disclosure is considered by us to be in our interest, or the interest of any members of the Bank's Group (not applicable to strategic alliance for marketing and promotional purpose);
 - r) any person intending to settle any moneys outstanding under the Facility;
 - s) any person connected to the enforcement or preservation of any of our rights under this Terms and Conditions; and
 - t) any of your directors or Authorised Signatories.
- 18.2. Clause 18.1 shall survive the termination of this Facility.
- 18.3 You agree to provide and disclose to us within such time prescribed by us, any information which we deem necessary in order to:
- a) comply with the laws or Sanctions of Malaysia or any other country (including but not limited to those relating to anti-money laundering or anti-terrorism);
 - b) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk; and/or
 - c) conduct and be satisfied with the results of all necessary "know your customer" or other similar procedures under applicable laws and regulations.

19. COURT ORDER

- 19.1. Where we are served with or otherwise required to comply with any court order, garnishment order, injunction, judgment, directive or process issued by any court, tribunal or authority of competent jurisdiction (whether in Malaysia or elsewhere), we shall be entitled to take such actions as we consider reasonably necessary to comply with such order or requirement, without prior notice to you.
- 19.2 You agree that we shall not be liable for any loss, damage, cost or expense suffered or incurred by you arising from or in connection with any action taken by us in good faith and in compliance with such court order or legal requirement. Affin Bank Berhad
- 19.2. Clause 19.1 shall survive the termination, cancellation or expiry of the Facility.

20. DATA PROTECTION

- 20.1. You hereby confirm that you have received, read, understood and agreed to be bound by the Privacy Notice issued by us (which is available at our branches as well as at our website at www.affinalways.com) and the clauses in this Terms and Conditions as may relate to the processing of your Personal Data. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Terms and Conditions.
- 20.2. You agree and consent that we may transfer the Personal Data outside of Malaysia. All Personal Data held by us and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.
- 20.3. In the event you provide Personal Data relating to third parties, including data relating to your next-of-kin and dependents (where you are an individual) or data relating to your directors, shareholders, officers, individual guarantors and security party (where you are a corporation), for the purpose of opening or operating the Current Account with us or otherwise subscribing to our products and services, you:
- a) confirm that you have obtained their consent or are otherwise entitled to provide this data to us and for us to use it in accordance with this Terms and Conditions;
 - b) undertake that you have informed the said third parties to read the Privacy Notice at our website www.affinalways.com;
 - c) have informed the said third parties:-
 - i. that we may collect or verify their personal and financial data with third party sources;
 - ii. that we may disclose their personal data to classes of third parties described in our Privacy Notice;
 - d) agree to ensure that the personal and financial data of the said third parties is accurate;
 - e) agree to update us in writing in the event of any material change to the said personal and financial data; and

- f) agree to our right to terminate this Terms and Conditions should such consent be withdrawn by the said third parties.
- 20.4. Where you instruct us to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others involved in the said cross-border transaction.
- 20.5. Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to the Group (whether in or outside Malaysia), you agree that the Group, and our merchants and strategic partners may contact you about products, services and offers, which we believe may be of interest to you or benefit you financially. Notwithstanding the foregoing, we will only disclose your Personal Data (excluding data relating to your affairs or Current Account) with our merchants and strategic partners where your express prior consent has been obtained.
- 20.6. You shall inform the Bank at any time to opt-out if you do not wish to receive any direct marketing materials from the 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 at 'AFFIN BANK BERHAD, Cards Business Department, Level 5, Menara AFFIN, Lingkaran TRX, Tun Razak Exchange, 55188 Kuala Lumpur' (or such other address notified by us) with your request and we will abide by your latest written instructions to us.
- 20.7. You acknowledge that certain communications such as Statement of Account and our websites, may contain general information regarding our other products and services as part of the standard communication format. Such information forms part of the normal provision of banking services and does not affect the delivery/provision of our services and/or products, the operation of your Current Account and/or facilities with us.
- 20.8. You are entitled to request in writing:
- a) for any information in relation to your Personal Data that we hold or store, upon payment of a prescribed fee.
 - b) for any information held or stored by us to be updated, amended and/or corrected.
 - c) for us to limit the processing of your Personal Data held or stored by us; and
 - d) to make an enquiry or complaint in respect of our processing of your Personal Data.
- For requests under (a) or (b), you may make a request to us via our SME Information Update Form. The form and submission are available at our website at www.affinalways.com. We may also refuse to comply with your request in respect of (a) or (b) above if the information supplied by you is insufficient (as determined by us) or where such request may breach or violate any law or regulation or any other reason which we deem not to be in our interest to do so. If we refuse to comply with such request, we will inform you of our refusal and reason for our refusal.
- 20.9. You are responsible for ensuring that the information you provide us is accurate, complete and not misleading and that such information is kept up to date.
- 20.10. Please note that if you subsequently withdraw your consent to process your Personal Data as given earlier to us, as we will not be able to process and/or disclose your Personal Data in relation to the purposes set out in the Privacy Notice, we will have the right to not provide or discontinue the provision of any product, service, Current Account and/or facilities that is linked to such Personal Data.
- 20.11. We reserve the right to amend this clause from time to time and shall provide prior notification to you in writing and place any such amendments on our websites or by placing notices at the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.
- 20.12. This clause shall be without prejudice to any other clause in this Terms and Conditions which provides for the disclosure of data.

21. INDEMNITY

- 21.1. Unless it is due to our gross negligence or wilful misconduct, to the fullest extent permitted by law, you agree to indemnify us against all actions, proceedings, claims, demands, losses, damages, costs and expenses (including but not limited to legal expenses on a full indemnity basis) which we may sustain or incur in enforcing or attempting to enforce our rights under this Terms and Conditions and the Facility or arising out of or in connection with any taxation laws or regulations of any country having jurisdiction over us, together with interest from the date the costs and expenses were incurred to the date of full payment thereof at such rate as prescribed by us from time to time.
- 21.2. Your liability to pay the costs and expenses shall survive the termination, cancellation or expiry of the Facility.

22. INDEMNITY FOR ISSUANCE AND USE OF CARD

In consideration your request from time to time and at any time to issue the Card(s) to the Cardmember(s) nominated by you, to the fullest extent permitted by law, you shall hold us harmless and indemnify us and at all times keep us indemnified against any liability for charges incurred by the Cardmember(s) under their respective Card(s), any loss, damage, costs and expenses (legal or otherwise including costs on solicitor and client basis) fees and charges, which we may incur in enforcing or attempting to enforce payments under the this Terms and Conditions and the AFFIN Business Card Cardmember Agreement, in the enforcement of our rights against you or the Cardmember(s) or arising out of or in connection with any taxation laws or regulations of any country having jurisdiction over us.

23. WAIVER WITHOUT PREJUDICE

- 23.1. If you breach any of the terms and conditions governing the Facility, we may decide not to exercise any right, power, privilege or remedy which we may have in relation to your breach.
- 23.2. Our decision of not to exercise any right, power, privilege or remedy which we may have in relation to your breach is not to be treated as a waiver of our rights and nor will a single or partial exercise of any other right, power, privilege or remedy. We retain the right at any time afterwards to strictly enforce or to insist on our rights in relation to that breach or any subsequent breach by you.
- 23.3. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

24. CHANGE IN CONSTITUTION

This Terms and Conditions will continue to be valid and binding on you even if there is any change in your constitution or Memorandum and Articles of Association by amalgamation, consolidation, reconstruction or otherwise.

25. CERTIFICATE OF INDEBTEDNESS

A certificate signed by the officer as to the monies, for the time being, due and owing to us from or by you, will save for manifest error be conclusive evidence against you that the stated amount is due and owing by you for all purposes, including legal proceedings, save for manifest error.

26. PRESERVATION OF RIGHTS AND ENTITLEMENT

Our rights and entitlements under this Terms and Conditions will remain in full force and effect, and will survive any cancellation, revocation, suspension or termination of the Facility.

27. NOTICE

- 27.1. Any notice (including a notice or statement generated by our computer which need not be signed), demand, request or communication (other than Legal Process) (collectively the "Notices") that we send to you may be:
- delivered by hand to your address as stated in the Group Enterprise Banking- Financing Application Form or any Security documents signed by you or such other address last known to us;
 - sent by post (registered, AR registered, ordinary or otherwise) to your address as stated in the Group Enterprise Banking- Financing Application Form or such other address last known to us;
 - sent by facsimile transmission to the facsimile number last known to us;
 - sent by electronic mail to the electronic mail address last known to us;
 - sent by short message system (SMS) to the mobile phone number last known to us;

- f) by posting on our website; or
 - g) by insertion in any statement of account which we send to you.
- 27.2. The Notices will be deemed to have been received by you:
- a) at the time of delivery at your address, if delivered by hand;
 - b) on the third (3rd) day (including the day of posting) from the date it is posted;
 - c) at the time the facsimile transmission is completed;
 - d) at the time the transmission of the electronic mailing is completed;
 - e) at the time the sending by short message system (SMS) is completed;
 - f) at the time of posting on our website; or
 - g) at the time the statement of account is deemed to have been received by you.
- 27.3. To the fullest extent permitted by law, we will not be responsible for what may happen to the Notices after they are sent, for example if any Notice is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit due to events beyond our reasonable control.
- 27.4. We also reserve the right to serve on you any notice in connection with the Facility or the Security by: -
- a) advertisement in any one daily newspaper and such Notice will be deemed to have been served on the day the advertisement appears in the newspaper; or
 - b) displaying at any of our place of business, any of our branches or premises and such Notice will be deemed to have been served on you on the day of such display.
- 27.5. You must notify us in writing immediately on any change in your address, facsimile number, electronic mail address or mobile phone number.
- 27.6. If we are not in receipt from you of any written notice of any change in your address, facsimile number, electronic mail address or mobile phone number, you agree that we may rely on:
- a) any address as stated in the Group Enterprise Banking - Financing Application Form or any Security Documents signed by you; or
 - b) any address, facsimile number, electronic mail address or mobile phone number we obtain from any communication purportedly issued by you to us or last known to us.
- 27.7. Our rights under this Terms and Conditions and the Security Documents are not to be affected by any failure on your part to notify us of any change in your address, facsimile number, electronic mail address or mobile phone number.

28. SEVERABILITY

The invalidity or unenforceability of any provisions will not affect the underlying intent of this Terms and Conditions, and the invalid or unenforceable provision will be severable, and will not affect the validity or enforceability of the other terms and provisions, which will remain in full force and effect.

29. PREVAILING AGREEMENT

In the event of any inconsistency between this Term and Conditions and the terms and conditions in the AFFIN Business Card Cardmember Agreement in so far as the Facility is concerned, this Terms and Conditions shall prevail.

30. LEGAL ADVICE

You are advised to seek independent legal advice before accepting the Facility.

31. ASSIGNMENT

We may at any time and without your consent assign all or any of our rights, title and interest under this Terms and Conditions to any person or corporation. You may not assign any of your rights and obligations under this Terms and Conditions.

32. LAW

This Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and you irrevocably:

32.1. submit to the non-exclusive jurisdiction of the courts in Malaysia;

32.2. waive any objection on the ground of venue or forums non convenience or any similar grounds; and\

- 32.3. consent to service of process by ordinary mail or in any other manner permitted by this Terms and Conditions and/or any relevant laws.

33. SERVICE OF LEGAL PROCESS

In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on behalf of us can be effected on you:

- 33.1. by leaving a copy at the address as stated in the Group Enterprise Banking - Financing Application Form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the day it was left at the address; or
- 33.2. by sending a copy through prepaid registered or ordinary post to the address as stated in the Group Enterprise Banking - Financing Application Form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the third (3rd) day (including the day of posting) from the date it is posted.

34. RETENTION OF DOCUMENTS

You agree that we are not obligated to maintain any records of your account, including but not limited to the security documents, transaction documents, Consolidated Statements, correspondences or documents provided to us by you or any other third party, exceeding any retention period as set out under our internal policies, guidelines and procedures and/or as provided under any applicable laws or regulations of any country having jurisdiction over us.

35. SUCCESSORS BOUND

This Terms and Conditions shall be binding on your heirs, personal representatives and successors-in-title.

36. REVIEW, SUSPENSION AND RESTRICTION

The Bank reserves the right, at any time, to review, suspend, restrict or withdraw the Facility or the use of any Card where the Bank considers such action necessary for risk management, regulatory compliance, operational or security reasons.

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37. NO OBLIGATION TO MONITOR

The Bank shall have no obligation to monitor, supervise or control the use of the Card(s) by any Cardmember. Any failure by the Bank to do so shall not affect the Company's obligations or liabilities under the Facility.

The Bank shall not be liable to the Company for any loss, damage or inconvenience arising from any suspension, restriction or withdrawal effected in accordance with this Terms and Conditions.