

## **AFFIN BANK Credit Card Terms & Conditions**

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### **CARDMEMBER AGREEMENT**

In consideration of Affin Bank Berhad ("AFFIN BANK" / "the Bank") agreeing to make available to the Cardmember (as defined below) the Card facility, the Cardmember agrees to the following terms and conditions. It is important for the Cardmember to read carefully and understand the terms and conditions printed below before using the Card.

#### **1. DEFINITION**

In this Agreement, the words and phrases referred in this document are defined as follows:

- 1.1. **"Agreement"** shall mean this AFFIN BANK Credit Card Terms & Conditions.
- 1.2. **"ATM"** shall mean the Automated Teller Machine.
- 1.3. **"Authorised Merchant"** shall mean 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.
- 1.4. **"BHPetrol"** shall mean Boustead Petroleum Marketing Sdn. Bhd. The co-brand partner of AFFIN BANK.
- 1.5. **"Billing Period"** shall mean the period in which all purchases of goods and/or services, Cash Advances, fees and charges incurred by the Cardmember recorded by the Bank in the monthly Statement.
- 1.6. **"Business Day"** shall mean any day on which the Bank is open for business.

- 1.7. **"Card"** shall mean the AFFIN DIVENTIUM, AFFIN INVIKTA Visa Infinite, AFFIN INVIKTA World Mastercard, AFFIN World Mastercard, AFFIN AVANCE™ Visa, AFFIN AVANCE™ Mastercard, AFFIN AVANCE™ Affiliate, AFFIN AVANCE™ Visa / Mastercard with Overdraft Facility, AFFIN DUO+ (AFFIN DUO+ Visa and AFFIN DUO+ Mastercard Rewards), AFFIN MPN, AFFIN DUO (AFFIN DUO Visa Cash Back and AFFIN DUO Mastercard Rewards), AFFIN UKM Alumni Premier World, AFFIN UKM Alumni Mastercard, AFFIN UiTM, AFFIN BHPetrol Mastercard, AFFIN AURA, AFFIN Mastercard Gold, AFFIN Visa Gold, AFFIN Mastercard Classic, AFFIN Visa Classic, AFFIN Mastercard Basic and AFFIN Visa Basic or such other Cards as may be issued by the Bank at any time and from time to time.
- 1.8. **"Cardmember"** shall mean 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.
- 1.9. **"Card Account"** shall mean the account of the Cardmember maintained with the Bank for the purpose of this Agreement.
- 1.10. **"Card-Not-Present Transaction"** refers to Card transaction payment where the physical Card is not physically present at the point-of-sale.
- 1.11. **"Cash Advance"** refers to cash withdrawals from the Card Account at designated branches of the Bank, participating branches of Visa International/Mastercard International member banks or at designated Bank's ATMs and participating Visa International/Mastercard International member banks' ATMs.
- 1.12. **"Cash Advance Draft"** shall mean the relevant payment slips, forms or papers provided to the Cardmember by the designated branches of the Bank, participating branches of Visa International/Mastercard International member banks or at designated Bank's ATMs and participating Visa International/Mastercard International member banks' ATMs for the purpose of recording, confirming and evidencing Cash Advance by the Cardmember through the use of the Card to be charged to the Card Account.
- 1.13. **"Contactless Reader"** shall mean a built-in contactless payment device by merely tapping the Card on a Contactless Reader linked to an Electronic Point-of-Sale Terminal which is only applicable for contactless-enabled Card.
- 1.14. **"Current Balance"** shall mean the previous balance and total purchases of goods and/or services, Cash Advances incurred by the Cardmember, and any fees and charges charged by the Bank less any payment made by the Cardmember credited to the Card Account during the Billing Period.
- 1.15. **"Credit Limit"** shall mean the limit granted by the Bank for the use of the Card.
- 1.16. **"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.
- 1.17. **"Electronic Point-of-Sale Terminal"** means a device that allows the acceptance of one or more payment Cards to complete a payment Card transaction.
- 1.18. **"Finance Charge"** means the Finance Charge referred to in Clause 14.
- 1.19. **"Overseas Transaction"** means other than Malaysian currency code
- 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 Card Account.

- 1.21. **"Instruction"** shall mean any notice, instruction per demand or other communication that may be given by telephone or email by the Cardmember or on his/her behalf to the Bank.
- 1.22. **"Minimum Payment"** refers to the minimum amount required to be paid by the Cardmember by the Payment Due Date.
- 1.23. **"PIN"** shall mean the 6-digit Personal Identification Number issued to the Cardmember to enable access to Card transactions through an ATM or at the Electronic Point-of-Sale Terminal.
- 1.24. **"Posting Date"** shall mean the date where the transactions performed at the Authorised Merchants are being transferred to the Bank by the Authorised Merchants.
- 1.25. **"Payment Due Date"** shall mean twenty (20) days from the Statement Date stated on the Statement.
- 1.26. **"Retail Transaction"** shall mean transactions other than Cash Advance (non-cash transactions), fees and other charges.
- 1.27. **"Statement"** shall mean the periodic Card 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.
- 1.28. **"Statement Date"** shall mean the date the Statement is generated.
- 1.29. **"Transaction Receipts"** shall mean 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.
- 1.30. **"Unlawful Activities"** shall mean any activity(ies) which is related, directly or indirectly, to any serious offence in Malaysia or any foreign serious offence.
- 1.31. **"Visa International"** shall mean Visa International Service Association, an association incorporated in the State of Delaware, United States of America.
- 1.32. **"Mastercard International"** shall mean Mastercard International Incorporated, a membership corporation formed under the laws of State of Delaware, United States of America.
- 1.33. Words importing the singular number include the plural number and the same applies in reverse.
- 1.34. 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 on the Card immediately and activate the Card 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. Failure to comply with this requirement may expose the Cardmember to theft and/or unauthorised use of the Card, for which the Bank will not be liable.
- 2.3. The Bank will issue a PIN for the Card to a Cardmember for the purpose of performing transaction(s) at the ATM and Electronic Point-of-Sale Terminal(s).

- 2.4. By accepting the Card, the Cardmember is responsible 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 Statement Date.

### **3. CARD FACILITY**

- 3.1. 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 Cardmember's Card Account;
  - b. Cash Advance withdrawal from any designated, authorised cash outlet and/or ATM;
  - c. any ATM transaction effected through the Cardmember's other accounts; or
  - d. other facilities, subject to pre-arrangement with the Bank, if applicable.

### **4. USE OF CARD**

- 4.1. The Cardmember shall: -
- a. Enter the PIN at the Electronic Point-of-Sale Terminal to effect credit purchase using the Card;
  - b. Provide the relevant Card information as requested to complete on-line transaction through the secured website. Where applicable, an authentication code or One-Time-Password (OTP) shall be sent to the 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 and considered by the Bank to be a properly incurred Card transaction; and
  - c. Enter the PIN at the ATM and/or Electronic Point-of-Sale Terminal or sign on a Cash Advance Draft over the counter to effect a Cash Advance transaction. Recorded documentation arising from the Cash Advance transaction shall be deemed and considered by the Bank to be a properly incurred and duly authorised Card transaction. The amount of each Cash Advance transaction shall be limited to the balance Credit Limit and limited to three (3) times per day.
- 4.2. For contactless-enabled Card, the Cardmember may tap the Card at the Contactless Reader linked to an Electronic Point-of-Sale Terminal for transaction below RM250. The Cardmember shall enter the PIN or sign the Transaction Receipt, whichever is applicable at the Electronic Point-of-Sale Terminal.
- 4.3. The Cardmember shall comply with all requirements, directions 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.

#### 4.4. Record of Transaction

- a. The Bank shall be entitled to treat its record of transaction effected by the use of the Card including but not limited to transaction effected via on-line purchase, e-commerce, mail order or telephone order ("MOTO") as evidence of a debt properly incurred by the Cardmember to be debited to the account of the Cardmember; and
  - b. The Cardmember agrees that the record of any transaction effected by the use of the Card shall be conclusive and binding on the Cardmember for all purposes, until a report of loss, theft or unauthorised use of the Card has been received by the Bank.
- 4.5. Notwithstanding Clause 4.1 above, a purchase may also be effected by providing the Authorised Merchant the Card number together with such other particulars as may be recorded on the Card and without the requirement of the Cardmember's signature or PIN as in the case of purchases made through electronic commerce and MOTO.

### 5. AFFIN REWARDS POINTS/CASH BACK

- 5.1 The Cardmember is entitled for AFFIN Reward Points and/or cash back on retail transactions based on table below:

Product	AFFIN Rewards Points/Cash Back
<ul style="list-style-type: none"><li>AFFIN DIVENTIUM</li></ul>	<b>AFFIN Rewards Points</b> <ul style="list-style-type: none"><li>8X AFFIN Reward Points for overseas retail transactions.</li><li>1X AFFIN Reward Point for local retail transactions.</li></ul>
<ul style="list-style-type: none"><li>AFFIN INVIKTA Visa Infinite</li><li>AFFIN INVIKTA World Mastercard</li></ul>	<b>AFFIN Rewards Points</b> <ul style="list-style-type: none"><li>5X AFFIN Reward Points for overseas retail transactions.</li><li>1X AFFIN Reward Point for local retail transactions.</li></ul>
<ul style="list-style-type: none"><li>AFFIN World Mastercard</li></ul>	<b>AFFIN Rewards Points</b> <ul style="list-style-type: none"><li>3X AFFIN Reward Points for overseas retail transactions.</li><li>1X AFFIN Reward Point for local retail transactions.</li></ul>
<ul style="list-style-type: none"><li>AFFIN AVANCE™ Visa</li><li>AFFIN AVANCE™ Mastercard</li><li>AFFIN AVANCE™ Visa / Mastercard with Overdraft Facility</li><li>AFFIN AVANCE™ MAAM Affiliate</li><li>AFFIN AVANCE™ MIEA Affiliate</li><li>AFFIN AVANCE™ BOA Affiliate</li><li>AFFIN AVANCE™ TRR Affiliate</li><li>AFFIN AVANCE™ OPA Affiliate</li><li>AFFIN AVANCE™ ANSARA Affiliate</li><li>AFFIN AVANCE™ KLSCAH Affiliate</li><li>AFFIN AVANCE™ PCTH Affiliate</li></ul>	<b>AFFIN Rewards Points</b> <ul style="list-style-type: none"><li>3X AFFIN Reward Points for dining transactions and transactions at Professional Bodies in Malaysia.</li><li>1X AFFIN Reward Point for other retail transactions.</li></ul>

Product	AFFIN Rewards Points/Cash Back
<ul style="list-style-type: none"> <li>AFFIN AVANCE™ PROTON Affiliate</li> </ul>	<p><b>AFFIN Rewards Points</b></p> <ul style="list-style-type: none"> <li>3X AFFIN Rewards Points for dining, online / e-Commerce and transactions at Proton / Proton services.</li> <li>1X AFFIN Reward Point for other retail transactions.</li> </ul>
<ul style="list-style-type: none"> <li>AFFIN AVANCETM MIP Affiliate</li> </ul>	<p><b>AFFIN Rewards Points</b></p> <ul style="list-style-type: none"> <li>5X AFFIN Rewards Points on retail transactions on weekends.</li> <li>1X AFFIN Reward Point for retail transactions on weekdays.</li> </ul>
<ul style="list-style-type: none"> <li>AFFIN DUO+ (AFFIN DUO+ Visa and AFFIN DUO+ Mastercard)</li> </ul>	<p><b>Cash Back</b></p> <ul style="list-style-type: none"> <li>3% cash back for contactless transactions (transactions of RM250 and below) capped at RM100 per month with the following conditions for AFFIN DUO+ Visa: <ul style="list-style-type: none"> <li>Up to RM100 for Cardmembers with previous balance of RM8,000 and above</li> <li>Up to RM50 for Cardmembers with previous balance of below RM8,000</li> </ul> </li> </ul> <p><b>AFFIN Rewards Points</b></p> <ul style="list-style-type: none"> <li>3X AFFIN Reward Points for airlines, e-commerce/on-line, duty-free, hotels and overseas transactions for AFFIN DUO+ Mastercard.</li> <li>AFFIN Reward Points will be awarded for spendings on the above categories based on the selected Merchant Category Code ("MCC"): <ul style="list-style-type: none"> <li>Airlines (MCC 3000 – 3299)</li> <li>e-commerce/on-line (MCC 01, 81, 09, 10)</li> <li>Duty free (MCC 5309)</li> <li>Hotel (MCC 3501 – 3999, 7011)</li> <li>Overseas transactions</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>AFFIN MPN</li> </ul>	<p><b>AFFIN Rewards Points</b></p> <ul style="list-style-type: none"> <li>3X AFFIN Reward Points for auto-billing, e-Wallet, on-line/e-commerce, dining, hotel, airlines and overseas retail transactions</li> </ul>
<ul style="list-style-type: none"> <li>AFFIN DUO (AFFIN DUO Visa Cash Back and AFFIN DUO Mastercard Rewards)</li> </ul>	<p><b>Cash Back</b></p> <ul style="list-style-type: none"> <li>3% cash back on e-commerce/on-line, e-Wallet and auto-billing transactions. Cash back is capped at RM50 per month with the following conditions for AFFIN DUO Visa Cash Back: <ul style="list-style-type: none"> <li>Up to RM50 for Cardmembers with previous balance of RM3,000 and above.</li> <li>Up to RM30 for Cardmembers with previous balance below RM3,000.</li> </ul> </li> </ul> <p>Note: Maximum cash back earned from e-Wallet transactions is capped at RM30 per month for the above two (2) conditions.</p> <p><b>AFFIN Reward Points</b></p> <ul style="list-style-type: none"> <li>3X AFFIN Reward Points for dining, groceries and petrol transactions with AFFIN DUO Mastercard Rewards.</li> </ul>

Product	AFFIN Rewards Points/Cash Back
<ul style="list-style-type: none"> <li>AFFIN UKM Alumni Premier World</li> </ul>	<b>AFFIN Rewards Points</b> <ul style="list-style-type: none"> <li>3X AFFIN Reward Points for dining, e-commerce/on-line and overseas retail transactions</li> </ul>
<ul style="list-style-type: none"> <li>AFFIN UKM Alumni Mastercard</li> </ul>	<b>AFFIN Rewards Points</b> <ul style="list-style-type: none"> <li>3X AFFIN Reward Points for dining, e-commerce/on-line</li> </ul>
<ul style="list-style-type: none"> <li>AFFIN UiTM</li> </ul>	<b>AFFIN Rewards Points</b> <ul style="list-style-type: none"> <li>5X AFFIN Rewards Points on retail transactions on weekends.</li> <li>1X AFFIN Reward Point for retail transactions on weekdays.</li> </ul>
<ul style="list-style-type: none"> <li>AFFIN BHPetrol Mastercard</li> </ul>	<b>Cash Back</b> <ul style="list-style-type: none"> <li>2% cash back on weekdays for spendings at BHPetrol station</li> <li>Up to 10% cash back on weekend for spendings at BHPetrol station with the following conditions: <ul style="list-style-type: none"> <li>10% cash back for Cardmembers with previous balance of RM3,000 and above</li> <li>5% cash back for Cardmembers with previous balance below RM3,000</li> </ul> </li> </ul> <p>The cash back is capped at RM50 per month</p> <b>AFFIN Rewards Points</b> <ul style="list-style-type: none"> <li>1X AFFIN Reward Point for other retail transactions.</li> </ul>
<ul style="list-style-type: none"> <li>AFFIN Mastercard Gold</li> <li>AFFIN Visa Gold</li> <li>AFFIN Mastercard Classic</li> <li>AFFIN Visa Classic</li> </ul>	<b>AFFIN Rewards Points</b> <ul style="list-style-type: none"> <li>1X AFFIN Reward Point for all retail transactions.</li> </ul>
<ul style="list-style-type: none"> <li>AFFIN AURA</li> <li>AFFIN Mastercard Basic</li> <li>AFFIN Visa Basic</li> </ul>	<p>No AFFIN Reward Points will be awarded for any transaction.</p>

5.2 Overseas retail transactions refer to transactions made in currency other than Malaysian currency code – MYR, including retail transaction(s), online transaction(s), Mail Order Telephone Order (MOTO), auto-billing and recurring transaction(s).

5.3 AFFIN Reward Points will be awarded on all retail transactions except for:

- Transactions made at petrol station – MCC 5541 and 5542.
- Government services and utilities transactions – MCC 9211, 9222, 9223, 9311, 9399, 9402, 9405, 4814, 4816, 4821, 4899 and 4900.
- Transactions related to charity – MCC 8398.

This Clause is not applicable for AFFIN DUO Mastercard Rewards, AFFIN Mastercard Basic and AFFIN Visa Basic.

5.4 Cash back for AFFIN DUO+ Visa and AFFIN DUO Visa Cash Back is not applicable for:

- Government services transactions – MCC 9211, 9222, 9223, 9311, 9399, 9402 and 9405.
- Transactions related to charity – MCC 8398.

- c. Payment via on-line banking, JomPay, FPX and MOTO.
- 5.5 Cash back for AFFIN DUO+ Visa, AFFIN DUO Visa Cash Back and AFFIN BHPetrol Mastercard is calculated based on the Card Statement cycle. Cash back will be credited on each Card Statement cycle date and it will be reflected in the Principal Cardmember's current month Statement. If the relevant transaction(s) eligible for cash back is posted on the same day of the Card Statement cycle date, the cash back for those transactions will be credited in the next Statement, subject to the next month Statement cash back capping.

## **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. The 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 has expired, a new temporary PIN will be issued and sent via SMS at the Cardmember's request by contacting the Bank at 03-8230 2222 or 03-8230 2323 (for AFFIN Premium Cards).
  - 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 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. A copy of a police report must be submitted to the Bank within seven (7) days from the date the unauthorised transaction(s). A new Card and PIN will be issued upon request from the Cardmember. The Cardmember will not be able to use the existing PIN with the replacement Card.
- 6.4. The Cardmember shall not disclose the PIN to any other person under any circumstances. If there is such disclosure, 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. consists of alphabets that is a recognisable part(s) of the Cardmember's name;
  - c. consists of sequential numbers (for example 123456, 654321);
  - d. consists of numbers, all of which are identical (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-Sale Terminal, and 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-Sale Terminal.

## **7. TELECOMMUNICATION INSTRUCTIONS**

- 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. Notices
- 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 or electronically (including email) as stated in the application form and/or last appearing in the Bank's records.
  - b. The notices may be sent by post, electronically (including email), personal delivery or via such other mode as may be agreed between the Bank and the Cardmember. The notices or other communications are taken 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 email or other forms of instantaneous communication (including SMS and voice recording).
  - c. Such notification may be sent in English or Bahasa Malaysia.
- 7.3 The Cardmember agrees that all personal information and data provided to the Bank in its application for the Card are true, current and accurate. If there is any change(s) to the personal information or data of the Cardmember, the Cardmember shall notify the Bank immediately.
- 7.4 The Cardmember is responsible for the security and safekeeping of the information the Cardmember receives and shall ensure that any notice(s) sent by the Bank is not disclosed to or accessed by any party(ies).
- 7.5 The Cardmember agrees that the Bank shall not be liable for any claim, loss or damage of any nature suffered by the Cardmember arising from or occasioned by:
- a. malfunction or defect in the transmission of information for whatever reason;
  - b. inaccuracy, incompleteness, delay, or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
  - c. wrongful, or improper access to use or interpretation of the information transmitted;
  - d. claim for libel or slander arising from the transmission of any information, unless such claim, loss, damage, or liability arise from and are caused directly by the Bank's gross negligence or wilful default.
- 7.6. The Cardmember acknowledges the following:
- a. The Bank may record telephone conversations between the Cardmember and the Bank's representatives for the purposes of monitoring and reviewing all matters relating to the Card; and
  - b. The Bank is not responsible for any such telephone conversation(s) overheard by unauthorised third parties, unless it is caused by the negligence or willful default of the Bank.
- 7.7. Authorisation for telephone, mobile phone and email Instruction(s)
- a. The Cardmember authorises the Bank to rely upon and act in accordance with any Instruction and the Bank shall treat the Instruction as fully authorised by the Cardmember and 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, email or SMS information relating to his Card Account with the Bank.

## **8. RESPONSIBILITY AND LIABILITY**

- 8.1. The Card remains the property of the Bank at all times and the Cardmember is not allowed to transfer or part with the control or possession of the Card for any use or purpose by the Bank.

- 8.2. The Bank shall hold the Cardmember liable for:
- a. Card-present unauthorised transactions which require signature or PIN verification, provided the Cardmember has:
    - i. acted fraudulently;
    - ii. delayed or failed to notify 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;
    - 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. left the Card or an item containing the Card unattended, in places visible and accessible to others, except at the Cardmember's place of residence. The Cardmember shall exercise due care in safeguarding the Card even at the Cardmember's place of residence; or
    - vi. voluntarily allowed another person to use the Card.
  - b. unauthorised e-banking transactions, if the Cardmember has:
    - 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 secured at all times; or
    - iv. failed to carry out his 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.
- 8.3. The Cardmember shall immediately inform the Bank, in any event, no later than fourteen (14) days from the the Statement Date should the Cardmember be aware of any unauthorised transactions.
- 8.4. The Bank may, at the request of the Cardmember but under no duty or obligation to replace the lost or stolen Card upon payment of replacement penalty as provided in Clause 15.8.
- 8.5. The Cardmember shall notify/report to the Bank by telephone for any lost, stolen, disclosure of PIN to any unauthorized person or unauthorized use of the Card immediately at 03-8230 2222 or 03-8230 2323 (for AFFIN Premier Cards).
- 8.6. The Cardmember shall cut the Card across the magnetic stripe and chip and return the Card to the Bank immediately upon revocation or suspension (upon request by the Bank) or upon discovery of the Card after notification of its loss and shall have no further right to use the Card.
- 8.7. The Bank's record of any transaction effected by the use of the Card shall be conclusive and binding on the Cardmember.
- 8.8. Unlawful Activities  
The Cardmember is not allowed to use his Card for any Unlawful Activities such as illegal online betting. The Bank may, with adequate prior notice, decide not to renew, cancel, revoke, suspend or restrict the use of the Card if the Cardmember is found to have used the Card for Unlawful Activities.
- 8.9. Foreign Exchange Notices (FE Notices)
  - a. Wherever applicable, the Cardmember shall comply with the prevailing FE Notices issued by the Bank Negara Malaysia (BNM) and use the Card within the limits and provisions imposed by the BNM in respect of any Card transaction, including overseas transaction(s) and any cash withdrawal by non-resident must meet the purpose of activities in real sector, as made available in the BNM's website.
  - b. The Cardmember authorises the Bank to take any step(s) necessary to comply with the relevant and prevailing FE Notices and rules issued by the BNM from time to time in respect of any Card transaction(s).

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

## **9. SUPPLEMENTARY CARD**

- 9.1. The Bank shall issue Supplementary Card(s) only to immediate family members of Cardmember such as parents, spouse, children and siblings.
- 9.2. Supplementary Cardmember shall be liable for all charges incurred under the Supplementary Card.
- 9.3. The Cardmember shall ensure that his Supplementary Cardmember observes all terms, conditions and obligations imposed on the Card/Card Account.
- 9.4. The Supplementary Card issued may be cancelled at the request of the Cardmember's notification together with Supplementary Card cut across the magnetic stripe and chip and returned to the Bank provided that such cancellation shall not affect the parties' rights and entitlement, duties and obligations accrued before such cancellation.
- 9.5. Upon termination of the Card under any circumstances or at the request of the Cardmember, the use of all Supplementary Cards shall also be terminated.

## **10. CARD ACCOUNT**

- 10.1. All payments for purchases of goods or services effected 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.
- 10.2. Cash Advances, fees and charges incurred by the Cardmember including any payments or credits made are recorded by the Bank on the monthly Statement.
- 10.3. In the absence of manifest error, the records and entries to the Card Account appearing in the monthly Statement shall be deemed or considered to be correct and binding on the Cardmember unless otherwise disputed by the Cardmember by notification to the Bank via any of the channels in Clause 7.2. Where applicable, such dispute must be submitted together with a police report. All such notification must be received by the Bank within fourteen (14) days from the Statement Date.
- 10.4. Upon receipt of such notification 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 12.
- 10.6 The Bank reserves the right to adjust, reverse or cancel any transaction / entry in the Card Account and/or Statement and/or credit or debit the Card Account at any such time if the Bank:
  - a. needs to correct any error or omission;
  - b. is required to return funds wrongfully credited into the Card Account;
 and the Cardmember irrevocably and unconditionally agrees to pay any amount debited to the Card Account. Any entry in the Statement of the Card Account so rectified shall be binding on the Cardmember.

## **11. CREDIT LIMIT**

- 11.1. The Bank shall assign an approved Credit Limit to the Cardmember..
- 11.2. Where the Cardmember operates 2 or more Cards with the Bank, a combined Credit Limit shall be assigned to the Cardmember representing the total Credit Limit extended to cover the use of all Cards held by the Cardmember, if any.
- 11.3. The Cardmember shall not exceed the Credit Limit without the Bank's prior written approval and immediately pay the Bank upon receipt of the monthly Statement and/or to such other notices by the Bank showing such excess in accordance with Clause 12.1 (b) (ii).

## **12. LIABILITY OF PAYMENT**

- 12.1. The Cardmember shall make payment as follows:
  - a. To pay the Current Balance on or before the Payment Due Date;
  - b. Alternatively, to make Minimum Payment. Minimum Payment is computed in the following manner:
    - i. Where the Current Balance is within the Credit Limit:  
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 more than 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 monthly instalments\*\* (if any) + 100% past due amount\*\*\* (if any).

In this Clause:

\*Current Balance refers to retail transaction (if any) + cash advance amount (if any) + finance charges and/or late payment charges and any other fee and charges (if any).

\*\*Monthly instalment refers to Fixed Payment Plan (FPP), Balance Transfer Instalment Plan (BtiP), Cash-On-Call Instalment Plan (CIP), Fixed Payment Plan (FPP) and Auto Balance Conversion (ABC).

\*\*\*Past due amount refers to the sum of minimum payment(s) that has not been made in previous months.

- 12.2. Payment received from the Cardmember shall be applied to settle items within the balance outstanding that attracts the highest interest rate first followed by items with the lower interest. Payment received will be applied in the following order of settlement: (a) tax; (b) outstanding finance charges; (c) outstanding principal balance; and (d) fees and charges.
- 12.3. Overpayment / Management of Credit balance in the Card Account:
  - a. Overpayment is strictly discouraged.
  - b. If there is overpayment made, the overpayment will be applied in the manner as specified in Clause 12.2 above.
  - c. Bank will also act according to Clause 21 on Right of Consolidation and Set-Off.
  - d. 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.

- e. For clarity, overpayment does not refer to credit balances to the extent of disputed charges but does include credit balances resulting from merchandise returns.
- 12.4 In the event of a disputed transaction that is under investigation, the Cardmember may withhold payment on this transaction until investigation is concluded. During this period, no finance charges shall be applicable on the disputed amount.

### 13. INTEREST FREE PERIOD FOR RETAIL TRANSACTIONS

- 13.1. If the Cardmember has fully settled the preceding month's outstanding balance as evidenced by the current month's Statement, the Cardmember will enjoy an "Interest Free Period" for Retail Transaction for at least twenty (20) calendar days commencing from the date of the current month's Statement where such Retail Transaction is posted to the Card Account and Finance Charge will not be levied on any new Retail Transaction during such Interest Free Period. For Cardmember who has not fully settled the preceding month's outstanding balance, they will not enjoy the Interest Free Period.

### 14. FINANCE CHARGE/INTEREST

- 14.1. Finance Charge is calculated on a daily basis and shall be imposed on the following:
- a. Outstanding Cash Advance transaction balance from the transaction date until the full repayment date;
  - b. 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
  - c. Outstanding fees and/or charges whichever is applicable as provided in Clause 15 (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.
- 14.2. Finance Charge shall be imposed on the principal amount of the transactions as stipulated in Clause 14.1. 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.
- 14.3. New Retail Transaction(s) falling on the next Statement cycle before the Statement Date will not be levied Finance Charge.
- 14.4. Cardmember who pays less than the full payment on or before the Payment Due Date, Finance Charge on the new purchases will be imposed from the day the transaction is posted to the Card Account.
- 14.5. Finance Charge may be imposed using the following formula:

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

**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	Finance Charge (per annum)	
	Retail Transaction	Cash Advance Transaction
<ul style="list-style-type: none"> <li>AFFIN DIVENTIUM</li> <li>AFFIN INVIKTA Visa Infinite</li> <li>AFFIN INVIKTA World Mastercard</li> <li>AFFIN World Mastercard</li> <li>AFFIN AVANCE™ Visa</li> <li>AFFIN AVANCE™ Mastercard</li> <li>AFFIN AVANCE™ Visa / Mastercard with Overdraft Facility</li> <li>AFFIN AVANCE™ Affiliate</li> <li>AFFIN DUO+ (AFFIN DUO+ Visa and AFFIN DUO+ Mastercard)</li> <li>AFFIN MPN</li> <li>AFFIN DUO (AFFIN DUO Visa Cash Back and AFFIN DUO Mastercard Rewards)</li> <li>AFFIN UKM Alumni Premier World</li> <li>AFFIN UKM Alumni Mastercard</li> <li>AFFIN UiTM</li> <li>AFFIN BHPetrol Mastercard</li> <li>AFFIN Mastercard Gold</li> <li>AFFIN Visa Gold</li> <li>AFFIN Mastercard Classic</li> <li>AFFIN Visa Classic</li> <li>AFFIN Mastercard Basic</li> <li>AFFIN Visa Basic</li> </ul>	<ul style="list-style-type: none"> <li><b>Tier–1</b> - 15% per annum if the Cardmember promptly settles the Minimum Payment Due for twelve (12) consecutive months.</li> <li><b>Tier–2</b> - 17% per annum if the Cardmember promptly settles the Minimum Payment Due for at least ten (10) months in a twelve (12)-month cycle.</li> <li><b>Tier–3</b> - 18% per annum if the Cardmember's payment record is not within the above category</li> </ul>	18% per annum of amount withdrawn until full repayment date.
<ul style="list-style-type: none"> <li>AFFIN AURA</li> </ul>	<ul style="list-style-type: none"> <li><b>First year</b> – 8% per annum</li> <li><b>Second year onwards:</b> <ul style="list-style-type: none"> <li><b>Tier 1</b> – 9% per annum if the Cardmember promptly settles the Minimum Payment Due for twelve (12) consecutive months.</li> <li><b>Tier 2</b> – 12% per annum if the Cardmember promptly settles the Minimum Payment Due for at least ten (10) months in a twelve (12)-month cycle.</li> <li><b>Tier–3</b> - 18% per annum if the Cardmember's payment record is not within the above category</li> </ul> </li> </ul>	18% per annum of amount withdrawn until full repayment date.

- 14.6. If the Cardmember fails to pay the specified Minimum Payment by the Payment Due Date, a late payment penalty of 1% of the total outstanding balance or a minimum of RM10 up to a maximum of RM100 (whichever is higher) shall be imposed. The late payment penalty may be varied from time to time by giving prior notice of at least twenty-one (21) calendar days of such variation to the Cardmember.
- 14.7. 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.

- 14.8. All payments by the Cardmember to the Bank shall not be subject to any deduction whether for counterclaim, set-off against Authorised Merchant, cash outlet and/or the Bank. The Cardmember remains liable to pay and shall not withhold payment to the Bank on account of any claim or dispute with the Authorised Merchant or under any circumstances whatsoever.
- 14.9. The Cardmember undertakes that he will make satisfactory arrangement for payments of his Card Account in accordance with these terms and conditions in the event of his absence abroad.

## **15. FEES AND CHARGES**

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

- 15.1. Cash Advance fee of 5% on the Cash Advance amount subject to a minimum of RM20, whichever is higher for domestic and overseas Cash Advance.
- 15.2. Annual fee as prescribed by the Bank for a Card issued or renewed. The annual fees shall not be refunded.
- 15.3. Finance charge as provided in Clause 14.
- 15.4. Late payment penalty as provided in Clause 14.6.
- 15.5. A minimum fee of RM5 will be charged for Card delivery upon request. The fee will be determined by the delivery location and weight of the item.
- 15.6. A fee of RM5 per copy in relation to any request for a duplicate copy of the Statement. This charge will not be imposed if it is subsequently determined that the error in processing arises from the Bank.
- 15.7. A fee of RM10 per copy in relation to any request for a duplicate copy of the sales draft. However, this charge will not be imposed if it is subsequently determined that the error in processing arises from the Bank.
- 15.8. Card replacement penalty of RM450 for AFFIN DIVENTIUM, RM50 for AFFIN INVIKTA Visa Infinite, AFFIN INVIKTA World Mastercard, AFFIN World Mastercard, AFFIN AVANCE™ Visa, AFFIN AVANCE™ Mastercard, AFFIN AVANCE™ Affiliate, AFFIN AVANCE™ Visa / Mastercard with Overdraft Facility, AFFIN DUO+ (AFFIN DUO+ Visa and AFFIN DUO+ Mastercard), AFFIN MPN, AFFIN DUO (AFFIN DUO Visa Cash Back and AFFIN DUO Mastercard Rewards), AFFIN UKM Alumni Premier World, AFFIN UKM Alumni Mastercard, AFFIN UiTM, AFFIN BHPetrol Mastercard, AFFIN AURA, AFFIN Mastercard Gold, AFFIN Visa Gold, AFFIN Mastercard Classic and AFFIN Visa Classic and RM20 for AFFIN Mastercard Basic and AFFIN Visa Basic for each replacement Card issued.
- 15.9. Service Tax of RM25 will be imposed on the Card activation date and on every subsequent anniversary of the Card's activation date.
- 15.10. Card Statement fee of RM1.00 per month will be imposed for each hardcopy of Card Statement. The fee is only applicable to Cardmember who opted for hardcopy Statement with the exclusion of Cardmembers aged sixty (60) and above.
- 15.11. 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 his Card Account.

- 15.12. 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.
- 15.13. 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.

## **16. ERROR/DISCREPANCIES AND NOTIFICATION**

- 16.1. The Cardmember shall check the Card Account records carefully and promptly.
- 16.2. 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.
- 16.3. The Bank shall issue a letter or computer-generated advice to the Cardmember for all funds transfer effected with the use of Card.
- 16.4. In addition to Clause 10.3, 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.
- 16.5. The Cardmember shall make such notification immediately upon receipt of the Bank's letter or Statement directly to:

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

Contact Centre : 03-8230 2222 (all cards); or  
03-8230 2323 (for AFFIN Premium Cards)

or, lodge a report by completing the customer complaint form at any of the Bank's branch or email to [yourvoice@affingroup.com](mailto:yourvoice@affingroup.com)

- 16.6 If the Cardmember's problem or complaint is not resolved by the indicative timeline given, the Cardmember may then contact the following parties:
- Call BNMLINK at 1-300-88-5465 (9.00 a.m.-5.00 p.m., Monday-Friday);  
Write to BNMLINK, Bank Negara Malaysia, P.O Box 10922, 50929 Kuala Lumpur;  
eLINK Web Form at <https://bnmlink.bnm.gov.my>;
  - Call the Ombudsman for Financial Services (OFS) at 03-2272 1577; or
  - Agensi Kaunseling dan Pengurusan Kredit (AKPK) at 03-2616 7766 for free services on money management, credit counseling and debt restructuring for individuals.

## **17. EXCLUSION OF LIABILITY**

- 17.1 In the event of a disputed transaction that is under investigation, the Cardmember may withhold payment on this transaction until investigation is concluded. During this period, no finance charges shall be applicable on the disputed amount.



- 17.2 The Bank shall not be liable for any act or omission on the part of the Authorised Merchant and Visa International/Mastercard International 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.
- 17.3 The Cardmember may handle any claim or dispute directly with the Authorised Merchant or Visa International/Mastercard International 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.

## **18. RIGHTS OF PARTIES**

- 18.1 The Bank shall have the right:
- to restrict, limit and/or withhold the Cardmember's Credit Limit with notice and reason;
  - to check the credit standing of the Cardmember with external parties including but not limited to Central Credit Reference Information System (CCRIS) and any other credit agencies at any time as and when it considers fit with prior notice to the Cardmember unless the Cardmember expressly objects in writings to such checking to be performed.
- 18.2 By applying for a Card or any additional facilities related to the Card issued by the Bank, the Cardmember has provided his consent to Credit Tip-Off Service (CTOS), Financial Information Services (FIS), CCRIS, and other credit reporting agencies, to release his 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.

## **19. OVERSEAS TRANSACTIONS**

- 19.1 The Cardmember may use the Card outside Malaysia where there are Authorised Merchants and/or Visa International/Mastercard International.
- 19.2 The Cardmember may use the Card for Cash Advance through designated ATMs and shall ensure that all inter-country transactions by the Cardmember via ATM shall not violate the laws existing in the country where the transaction is done.
- 19.3 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 International at the date it is processed by Visa International/Mastercard International plus 1% foreign exchange spread (previously known as administration cost).
- 19.4 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.

## **20. TERMINATION, SUSPENSION OR RESTRICTION ON THE USAGE OF CARD**

- 20.1 The Bank may decide not to renew, to cancel, to revoke, suspend or restrict the use of the Card by the Cardmember by giving at least seven (7) calendar days' notice to the Cardmember, unless otherwise required by regulatory bodies/agencies/court orders where upon all monies owing to the Bank under his Card Account shall become due and payable immediately in full upon the happening of any of the following events:
- if the Cardmember fails to pay to the Bank;
    - on demand any monies on the Card/Card Account; or
    - on its due date any monies payable as mentioned in the notice or under any agreement or arrangement with the Bank in respect of the Card/Card Account and such amount is in arrears for 2 months;

- b. If the Cardmember breaches any provisions set out in this Agreement in any way;
  - c. The Cardmember dies or becomes insolvent, committing an act of bankruptcy, or in the case of the Cardmember being a company, a petition is presented for its winding up or a resolution is passed for its voluntary winding up;
  - d. If the Cardmember fails to pay any other indebtedness under the Card Account and/or any other credit facilities with the Bank when due;
  - e. If in the opinion of the Bank, the Cardmember's line of credit with the Bank (including any other account the Cardmember may have with the Bank or any other institution) is or has not been conducted satisfactorily and/or if the Cardmember commits or threatens to commit a default of any provision of any agreement, or security documents or both (as the case may be), relating to any other accounts or loan facilities granted by the Bank or any other institution to the Cardmember or other party in which the Cardmember is a security provider;
  - f. Any order for execution, writ of attachment, garnishment or any other legal proceeding is issued against the Cardmember;
  - g. 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 Minimum Payment due or the Card Account in full;
  - h. The Card is used for transaction or as payment related to Unlawful Activities;
  - i. The Cardmember is suspected, connected or associated with Unlawful Activities;
  - j. The Cardmember cancels the Card;
  - k. If the Cardmember commits a default of any provision of any agreement, security document, or both relating to other accounts, loans, financing facilities or similar arrangement with any party (including the Bank); or
  - l. If:-
    - (i) any other indebtedness of the Cardmember becomes payable or capable of being declared payable or due prematurely, due to a default in its obligations with respect to that indebtedness;
    - (ii) the Cardmember fails to make any payment in respect of that indebtedness on the due date for such payment, or if due on demand when demanded; or
    - (iii) the security for any such indebtedness becomes enforceable.
- 20.2. Upon termination of the Card or upon the revocation, suspension, or restriction of the rights of the Cardmember to use the Card, the Cardmember shall, upon demand by the Bank, settle his Card Account in full as required by the Bank. The Cardmember shall 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.
- 20.3. If the Cardmember would like to terminate or cancel the Card, the Cardmember shall cut the Card across the magnetic stripe and chip ensuring it is completely damaged and return to the Bank, with a written notice that he is returning the Card for termination/cancellation. Termination or cancellation of AFFIN DUO and AFFIN DUO+ shall apply for **both** AFFIN DUO Visa Cash Back, AFFIN DUO Mastercard Rewards and AFFIN DUO+ Visa, AFFIN DUO+ Mastercard. Notwithstanding the termination/cancellation of the Card, the Cardmember shall be and remain liable for all obligations incurred and/or transactions effected prior to such cancellation as well as for any and all previous breaches of this Agreement. No refund of the annual fee and service tax or any part of it will be made to the Cardmember.

## 21. RIGHTS OF CONSOLIDATION AND/OR SET-OFF

- 21.1 The Cardmember agrees that the Bank may, providing seven (7) calendar days' prior notice to the Cardmember:
- a. combine; and/or
  - b. set off; or
  - c. transfer

all or any account(s) of the Cardmember with the Bank of whatsoever nature (whether current, deposit or loan account) and whether in Ringgit Malaysia or in any other currency, any sum standing to the credit of any such account(s) including joint accounts where joint accounts are maintained in the names of the Cardmember and the Supplementary Cardmember in or towards the satisfaction of any of the Cardmember's liabilities to the Bank.

- 21.2 If the Cardmember's account is in another currency and conversion to Ringgit Malaysia is required, the Cardmember(s) authorizes the Bank to effect any such combination, consolidation, set-off or transfer with the necessary conversions at the Bank's prevailing exchange rate.

## **22. MISCELLANEOUS**

### **22.1. LAW**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia. The Cardmember agrees to submit to the exclusive jurisdiction of the courts in Malaysia.

### **22.2. WAIVER**

Time wherever mentioned, 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 Cardmember agrees that the Bank may from time to time vary, add to, or amend the terms and conditions set out in this Agreement by giving twenty-one (21) calendar days' prior written notice to the Cardmember. If the Cardmember is not agreeable to such variation, addition and/or amendment, the Cardmember shall surrender the Card and return to the Bank cut in half across the magnetic stripe and chip within twenty-one (21) calendar 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. Notwithstanding the foregoing, any changes or amendments made pursuant to laws or regulations will take effect immediately.

### **22.5. DISCLOSURE**

The Cardmember authorises the Bank to disclose and furnish any information relating to the Cardmember, the Card Account, 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 International and any member institution of Visa International/Mastercard International 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 debt collection agent or service provider.
- c. 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 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 COURT PROCESS**

The parties agree that the service of court process arising out of this Agreement by registered post to the Cardmember's last known address stated in the 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) calendar days after posting.

**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) calendar days' prior notice to the Cardmember.

**22.9. CERTIFICATE OF INDEBTEDNESS**

A Certificate of Indebtedness issued by the Bank shall be final, binding and conclusive evidence of the Cardmember's liabilities that are due and payable by the Cardmember to the Bank in any legal proceeding except if there is a manifest error.

**22.10. SEVERABILITY**

The invalidity or unenforceability of any of the provisions in this Agreement shall not 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, COUNTERING FINANCING OF TERRORISM, COUNTERING PROLIFERATION FINANCING AND TARGETED FINANCIAL SANCTIONS FOR FINANCIAL INSTITUTIONS (AML/CFT/CPF AND TFS FOR FIs)**

The Bank may be obliged under the Anti-Money Laundering, Countering Financing of Terrorism, Countering Proliferation Financing and Targeted Financial Sanctions for Financial Institutions (AML/CFT/CPF and TFS for FIs) 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. PRIVACY CLAUSE**

- a. The Cardmember agrees that the Bank's Privacy Notice is incorporated by reference into this Agreement. The Privacy Notice can be located at [AffinAlways.com](https://www.affinbank.com.my/AffinAlways)
- b. Where 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. confirms that he has obtained their consent and/or are otherwise entitled to provide the information to the Bank and to use it in accordance with this Agreement;
  - ii. agrees to ensure that the personal and financial information of the third parties are accurate; and

- iii. agrees to update the Bank in writing in the event of any material change to the 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 agrees to the above said disclosures on his behalf and others involved in such cross-border transaction.
- d. The Cardmember has the option and 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 Group by calling our Contact Centre at 03-8230 2222 or by writing in to the Branch Manager Services of the servicing branch or by writing in to Cards Business Department:

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

- e. The Cardmember acknowledges that certain communications such as Statement and the Bank's 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 Cardmember's 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 may use or has used, and any joint and several applicants. The Bank may also share information about the Cardmember and how he manages his account(s)/ facility(ies) with the relevant credit reference agencies.
- h. The Bank reserves the right to amend this Privacy Clause from time to time by placing such amendments on the Bank's websites or notices at the banking halls or at prominent locations within the Bank's 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

The terms and conditions in this Agreement shall be in addition to and not override any specific agreement or arrangement with regard to each of the facility under the Card facilities now or in

future from time to time subsisting between the Bank and the Cardmember or any terms and conditions that may be specified in any letter of offer given by the Bank to the Cardmember from time to time.

- 22.15 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. The Cardmember is advised to refer to the updated terms and conditions at the Bank's website at [AffinAlways.com](http://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 does not respond in accordance with Clause 22.4 of this Agreement.

The Bahasa Malaysia version of the terms and conditions is available at [AffinAlways.com](http://AffinAlways.com)

**AFFIN BANK BERHAD CARDS BUSINESS DEPARTMENT**

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