

TERMS AND CONDITIONS FOR FIXED PAYMENT PLAN (“T&C”)

By participating in this Affin Bank Berhad [Registration No. 197501003274 (25046-T)] (“AFFIN BANK”) and Affin Islamic Bank Berhad [Registration No. 200501027372 (709506-V)] (“AFFIN ISLAMIC”) (collectively referred to as the “**Bank**”) Fixed Payment Plan (“**FPP**”), the Cardmember (as defined herein) agrees to be bound by this T&C including any amendments or variation made hereto. The following words and expression shall have the following meaning, unless the context otherwise.

1. FPP is open to all principal and supplementary cardmember of credit card/credit card-i issued by the Bank (“**AFFIN Credit Card(s)**”), whose AFFIN Credit Card accounts (“**Card Account(s)**”) are valid, in good standing (not default) and with sufficient credit/facility limit at the point of application (“**Cardmembers(s)**”) and subject to the Bank’s approval.
2. The Cardmember may apply for the FPP via online application form at AffinAlways.com (“Bank’s Website”) or other designated channels made available by the Bank from time to time.
3. FPP enables the Cardmember(s) to convert their eligible Retail Transaction (as per Clause 10 below) into monthly instalment over the selected tenure (“**Instalment Period**”) as prescribed below:

Tenure (months)	One-time Upfront Interest/Profit Rate	Minimum Transaction Amount (in a single transaction)
6	2%	RM500
12	4%	RM1,000
18	5%	RM2,000
24	6%	RM2,000
36	7%	RM3,000
6, 12, 24	0*	RM3,000

*Applicable for AFFIN AVANCE Visa and Mastercard only.

4. For avoidance of doubt, “**Retail Transaction**” refers to the amount of retail transaction(s) or transaction(s) at any retail outlet(s) or e-commerce platform(s) as posted to the Cardmember’s Card Account.
5. The Cardmember may apply for the FPP more than once subject to the Cardmember’s eligibility for the FPP and all other terms and conditions herein contained.
6. The Cardmember(s) may apply for the FPP provided that:
 - a. The Retail Transaction is not less than the Minimum Transaction Amount in a single transaction as determined by the Bank from time to time;
 - b. The Cardmember’s available credit/facility limit, excluding any credit/facility limit increases, is sufficient to earmark the Retail Transaction amount;
 - c. The Cardmember(s) is not in breach of AFFIN BANK Credit Card Terms & Conditions and/or AFFIN ISLAMIC Credit Card-i Terms & Conditions (“the **Cardmember Agreement**”) or this T&C; and
 - d. The application for FPP is submitted before the statement date (Retail Transaction has been debited to the Card Account but has yet to be recorded in the current statement of account

forming part of the outstanding current balance due and has not passed its payment due date at the point of application) or at such other time as Bank may from time to time determine.

Notwithstanding all or any of the above conditions, the Bank is at liberty to accept or reject the Cardmember's application.

7. Regardless of whether all of the conditions stated in Clause 4 above are met, FPP does not apply to:
 - a. Cash advance or cash withdrawal;
 - b. Instalment amount payable under the Bank's other programs including but not limited to Balance Transfer Instalment Plan (BT), Cash-on-Call Instalment Plan (CIP) and Easy Payment Plan (EPP);
 - c. Annual fees;
 - d. Carry forward balances; and
 - e. Any other charges, costs, expenses, fees of whatsoever nature and description as provided in the Cardmember Agreement.

8. Approval of the FPP application will be subject to:
 - a. The current standing of the Cardmember's Card Account;
 - b. The Cardmember's Card Account is not in default at the time of application;
 - c. The Cardmember's available credit/facility limit at the time of application; and
 - d. In any other case, at the Bank's discretion.

9. Upon approval of FPP application, the Bank shall earmark the full Retail Transaction amount and debit the Cardmember's Card Account with FPP instalment payable on a monthly basis, for the duration of the Instalment Period. The available credit/facility limit shall be progressively restored as payment for each FPP monthly instalment is made and such details will be reflected in the Cardmember's monthly statement of account.

10. The FPP monthly instalment is calculated by dividing the approved Retail Transaction equally by the Instalment Period and shall be billed to the Cardmember's Card Account on monthly basis until the Instalment Period is completed.

Example of the 4% FPP monthly instalment calculation:

The Cardmember applies for 4% FPP amount of RM3,600 for Instalment Period of twelve (12) months with one-time upfront interest/profit of 4%.

Month	Retail Transaction Amount (A)	FPP Instalment (B) B = (A / months)	One-time Upfront Interest/Profit (C) C = A x 4%	Monthly Instalment Payable (D) D = B + C
1	RM3,600	RM300	RM144	RM444
2	-	RM300	-	RM300
3	-	RM300	-	RM300
4	-	RM300	-	RM300
5	-	RM300	-	RM300
6	-	RM300	-	RM300
7	-	RM300	-	RM300
8	-	RM300	-	RM300

9	-	RM300	-	RM300
10	-	RM300	-	RM300
11	-	RM300	-	RM300
12	-	RM300	-	RM300

11. The FPP monthly instalment forms part of the Cardmember's minimum payment and must be paid in full. If the Cardmember does not settle the current minimum payment in full, FPP monthly instalment will be subject to finance charge/ profit rate, a late payment penalty of 1% of the total outstanding balance or minimum of RM10 up to a maximum of RM100, whichever is higher shall be imposed to AFFIN BANK Credit Card (shall be charged at the discretion of AFFIN BANK and maybe varied from time to time with prior notice) and compensation charge for late payment (Ta'widh) of maximum 1% of the total outstanding balance, up to a maximum of RM100 shall be imposed to AFFIN ISLAMIC Credit Card-i calculated from the posting date in the statement of account until full payment is received.
12. For Cardmember who fails to pay the minimum payment by the payment due date leading to the cancellation of AFFIN Credit Card, the FPP shall be terminated and the remaining balance will be billed to the Cardmember's Card Account and payable by the payment due date.
13. The Bank will not be held responsible or liable for: (a) any inadequate, damaged or defective goods and/or services or for any dispute between the Cardmember and the merchant; and (b) any actions, claims, losses, damages, costs, charges, and expenses which the Cardmember may suffer, sustain or incur by his/her participation in the FPP.
14. By participating in the FPP, the Cardmember(s):
 - a. agree that all records of transaction captured by the Bank's system for this FPP is final;
 - b. agree that the Bank's decision on all matters relating to this FPP shall be final, conclusive and binding on the Cardmember(s);
 - c. consent obtained via phone call or application form will be deemed conclusive proof of the Cardmember's instruction to apply for instalment plans. The Cardmember(s) hereby agrees to accept the approved amount by the Bank;
 - d. consent and authorize the Bank to disclose their personal data such as contact number to its authorized 3rd party, as the Bank deems fit for the purpose of sending Short Message Service (SMS) to promote this FPP.
15. The Bank reserves the right to:
 - a. to determine the maximum amount (inclusive of the one-time upfront interest/profit if any) and approve a lower amount than the requested amount in the application at its discretion;
 - b. to defer or refuse to execute the FPP application if:
 - i. the eligible amount does not meet the minimum prescribed amount;
 - ii. the Cardmember's Card Account has insufficient balance;
 - iii. the application cannot be executed due to security reasons;
 - iv. due to other reasons (depending on the circumstances at that material time in the events the list above is not exhaustive);
 - c. disqualify Cardmember(s) from the FPP if their Card Accounts are blocked or in default;
16. The FPP and its monthly instalment are not entitled for points under the AFFIN Rewards Programme ("AFFIN Rewards Points").

17. This T&C is in addition to the Cardmember Agreement which regulates the provision of AFFIN Credit Card(s) which shall at all-time be applicable. In the event of inconsistency between this T&C and the said Cardmember Agreement, this T&C shall prevail shall prevail only insofar as they are relevant and applicable to this FPP.

TERMINATION AND ACCELERATION OF PAYMENT

18. Notwithstanding any terms and/or conditions contained in the Cardmember Agreement and this T&C, the Bank shall at all times have the right at its discretion to demand from the Cardmember or his/her legal heirs or executor of his/her estate, immediate payment of all sums outstanding on the instalment payable under this T&C, whether or not already reflected in the monthly statement of account or due and payable at the date of the demand.
19. A termination penalty of RM50 will be charged (applicable to all AFFIN BANK Credit Card only) in the event of any or combination of the following occurrences:
 - a. The Cardmember serves a notice of termination or the Cardmember voluntarily opts out of the FPP;
 - b. The Cardmember cancels or close his/her Card Account during the FPP period; or
 - c. The Cardmember make early and full payment or repayment of all instalments due, on the Card Account.

This termination penalty is not refundable under any circumstances whatsoever even if the Cardmember revokes his/her instruction as above and/or fails to make full payment/repayment. The termination penalty shall be debited to the Cardmember's Card Account.

GENERAL TERM

20. The Bank reserves the rights to change, amend and/or modify any terms of this T&C, stipulated herein, wholly or in part from time to time, by giving twenty-one (21) calendar days' prior notice to the Cardmember(s). Any amendments, alteration, modification, change or variation to this T&C will be notified to the Cardmember(s) via Bank's Website or through the Bank's branches.
21. The Bank shall not be responsible and/or liable nor shall it accept any form of liability arising or suffered by the Cardmember(s) resulting directly or indirectly from the Cardmember(s)'s participation in this FPP or otherwise, unless such loss, damage or injury is caused by the Bank's fault, negligence or misconduct. Furthermore, the Bank shall not be liable for any default of its obligation under this FPP due to any force majeure event, which includes but is not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, pandemic, epidemic or any event beyond the control of the Bank.
22. The Bank reserves the right to withdraw, cancel, suspend, or terminate this FPP earlier than the FPP Period or to extend the FPP period by giving twenty-one (21) calendar days' prior notice via AffinAlways.com.
23. By participating in this FPP, Cardmember(s) agrees to access the Bank's Website at regular basis to view this T&C and ensure to be kept up-to-date on any changes or variations to this T&C.

24. This T&C including any amendments, deletions, or additions, shall prevail over any provisions or representations contained in any other promotional materials advertising this FPP, only insofar as they are relevant and applicable to the FPP.
25. The Cardmember(s) hereby confirms that he/ she has read, understood and agreed to be bound by the Privacy Notice of the Bank, which is available at the Bank's branches or on the Bank's website at AffinAlways.com. Unless the Cardmember(s) expressly opt-out by contacting any of the Bank's branches, the Bank shall be at liberty to market the products of its Group (as defined in the Privacy Notice) or those of its associate/sister companies to the Cardmember(s). For the avoidance of doubt, the Cardmember(s) agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this T&C.
26. This T&C shall be governed by and construed in accordance with the laws of Malaysia, and subject to the exclusive jurisdiction of the Malaysian Courts.
27. For the avoidance of doubt, any cancellation, termination, suspension or extension of this FPP or the FPP Period shall not entitle the Cardmember(s) to any claims or compensations against the Bank for any and all losses or damages suffered or incurred by the Cardmember(s) as a direct or indirect result of the act cancellation, termination, suspension or extension save and except such losses or damages caused by negligence, default or breach by the Bank.
28. The Bahasa Malaysia version of this T&C is also available at AffinAlways.com. If there is any inconsistency, conflict(s), ambiguity(ies) or discrepancy(ies) between the Bahasa Malaysia and English version or any language of this T&C, the English version will prevail. Notwithstanding the aforementioned, where request is made by the Cardmember and it is noted and acknowledged by the Bank in its records that the Bahasa Malaysia version of this T&C shall govern the operation of this FPP, then the Bahasa Malaysia version of this T&C shall prevail.
29. In the event photographs are taken pursuant to this FPP, such photographs may be used for internal or external publication.
30. The Cardmember(s) is reminded to read and understand the T&C. If there are any terms and conditions in this T&C that the Cardmember(s) does not understand, the Cardmember(s) is advised to seek independent advice and/or discuss further with the Bank's representative.

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