AFFIN ISLAMIC Credit Card-i Terms & Conditions

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CARDMEMBER AGREEMENT

In consideration of Affin Islamic Bank Berhad ('the Bank') agreeing to make available to the Cardmember (as defined below) the facility offered by the Bank, the Cardmember Agreement ("this Agreement") 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 to below are defined as follows:

1.1 **"Appointment of Bank as Agent"** refers to appointment of Bank as agent on behalf of the Cardmember in concluding the following transactions (1) purchase of the Commodity asset at the Sale Price based on Murabahah principle (2) sale of the Commodity to a third-party purchaser.

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 **"Bank's Purchase Price"** shall mean the amount payable or paid by the Bank to the Commodity Seller for the Commodity equivalent to the Facility Limit for the Card.

1.5 **"Bank's Sale Price"** shall mean the respective sale price payable by the Cardmember to the Bank which comprises of the Bank's Purchase Price and the profit of the Bank [Commodity Cost (Facility Limit) + Profit].

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1.6 **"Billing Period"** shall mean the period in which all purchases of goods and/or services, Cash Withdrawal, fees and charges incurred by the Cardmember are recorded by the Bank in the monthly Statement.

1.7 **"Card"** shall mean 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 Cash Line Facility, AFFIN DUO+ (AFFIN DUO+ Visa and AFFIN DUO+ Mastercard), AFFIN DUO+ (AFFIN DUO+ Visa and AFFIN DUO+ Mastercard), AFFIN Platinum Mastercard, AFFIN UKM Alumni Premier World, AFFIN UKM Alumni Mastercard, AFFIN MPN, AFFIN UiTM, AFFIN DUO (AFFIN DUO Visa Cash Back and AFFIN DUO Mastercard Rewards), AFFIN Mastercard Gold, AFFIN Mastercard Classic, AFFIN ISLAMIC Mastercard Basic, AFFIN AURA, AFFIN AURA Basic and AFFIN BORNEO 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, which consists of the Sale Price, the principal and profit, and also the fees and charges related to the use of the Card.

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 Withdrawal"** 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 Withdrawal Drafts"** 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 Withdrawal by the Cardmember through the use of the Card to be charged to the Card Account.

1.13 **"Commodity"** refers to any commodities traded at any trading platform approved by the Bank (excluding gold and silver) or any other Commodity asset in each case provided that such Commodity or asset is acceptable to the Bank.

1.14 **"Commodity Supplier"** refers to a party who buys or sells Commodity via the Commodity Trading Platform.

1.15 **"Commodity Trading Platform"** refers to an electronics web-based platform for Commodity trading.

1.16 **"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-Sales Terminal which is only applicable for contactless-enabled Card.

1.17 **"Current Balance"** shall mean the previous balance and total purchases of goods and/or services, Cash Withdrawals incurred by the Cardmember and any fees and charges charged by the Bank less any payment made by the Cardmember and credited to the Card Account during the Billing Period.

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1.18 **"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 channel.

1.19 **"Effective Profit Rate"** means the profit rate imposed to the retail transaction and cash withdrawal transactions based on the conditions given referred to in Clause 17.

1.20 **"Electronic Point-of-Sale Terminal"** means a device that allows the acceptance of one or more payment Cards to complete a payment Card transaction.

1.21 **"Facility Limit"** shall mean the limit granted by the Bank for the use of the Card facility.

1.22 **"Halal Goods and Services"** shall means goods and services that are permissible and in line with the Shariah principles.

1.23 **"Instruction"** shall mean any notice, instruction demand or other communication that may be given by telephone or e-mail transactions by the Cardmember or on his/her behalf.

1.24 **"Minimum Payment"** refers to the minimum amount required to be paid by the Cardmember by the Payment Due Date.

1.25 **"Murabahah"** refers to a sale and purchase of an asset where the acquisition cost and mark-up are disclosed to the purchaser.

1.26 **"Payment Due Date"** shall mean 20 days from the Card Statement Date stated on the Card Account Statement.

1.27 **"PIN"** shall mean the Personal Identification Number issued to the Cardmember to enable access to Card transactions through an ATM or at the Electronic Point-of-Sales Terminal.

1.28 **"Profit Rate"** shall mean the profit rate which includes ceiling profit rate (for calculation of Bank's Sale Price) and Effective Profit Rate as stated in Clause 17.

1.29 **"Profit Rate Free Period"** refers to a period of 20 days from the Statement Date of such transactions, provided there are no outstanding balances in the Cardmember's account.

1.30 **"Overseas Transaction"** means other than Malaysian currency code

1.31 **"Posting Date"** shall mean the day where the transactions performed at Authorised Merchants are being transferred to the Bank by the Authorised Merchants.

1.32 **"Purchase Undertaking"** refers to undertaking from Cardmember to the Bank, in which the Cardmember is to purchase Commodity asset from the Bank at bank' Sale Price.

1.33 **"Retail Transaction"** shall mean transactions other than Cash Withdrawal (non-cash transactions)**,** fees and other charges.

1.34 **"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 Profit Rate.

1.35 **"Statement Date"** shall mean the day the Statement is generated.

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1.36 **"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.

1.37 **"Unlawful Activities"** shall mean any activity(ies) which is related, directly or indirectly, to any serious offence in Malaysia or any foreign serious offence.

1.38 **"Visa International"** shall mean Visa International Service Association, an association incorporated in the State of Delaware, United States of America.

1.39 **"Mastercard International"** shall mean Mastercard International Incorporated, a membership corporation formed under the laws of State of Delaware, United States of America.

1.40 Words importing the singular number include the plural number and the same applies in reverse.

1.41 Words importing the masculine gender include feminine and neutral gender.

2. ACCEPTANCE OF CARD

2.1 Upon receipt of the Card, the Cardmember shall sign the Card on an immediate basis and activate the Card as per the method prescribed by the Bank from time to time.

2.2 The use of the Card is restricted to the person to whom the Card is issued to, who shall sign the Card immediately upon receipt of the same. Failure to comply with this requirement will expose the Cardmember to the consequences of theft and/or unauthorised use of the Card, for which the Bank will not be liable.

2.3 The Bank will issue a PIN for the Card to a Cardmember for the purpose of performing the transaction at the ATM and Electronic Point-of-Sales Terminal.

2.4 By accepting the Card, the Cardmember is responsible to:

a. abide by the terms and conditions 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 becoming aware of any unauthorised transaction, including any transaction notified to the Cardholder via (Short Message Service) SMS transaction alert, where applicable;
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 Activity; and
g. check the Card Account Statement and report any discrepancy within fourteen (14) days from the Cardmember's Statement Date.

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3. MECHANISM OF FINANCING

3.1 The Card shall be operating under the Shariah concept of Tawarruq.

3.2 Tawarruq is a series of sale contracts where the buyer buys a commodity asset from a seller for a deferred payment and subsequently sells the commodity asset to a third party for cash at a price less than the deferred price, with the objective of obtaining cash.

3.3 By virtue of signing the application form, Cardmember has agreed to abide by the terms and conditions stated as follows:

3.3.1 Purchase Undertaking, to the effect that the Cardmember has undertaken to purchase the Commodity from the Bank at the Sale Price upon the Bank having purchased the said Commodity from a Commodity supplier; and

3.3.2 Appointment of the Bank as an Agent to the Cardmember to conclude purchase of the Commodity from the Bank on his/her behalf at the Sale Price based on Murabahah (cost plus profit).

3.3.3 Pursuant to Clause 3.3.2, the Cardmember may opt to perform either of the following:

a) Option 1: Appointment of Bank as an Agent to the Cardmember to conclude sale of the Commodity to a third-party purchaser pursuant to the Clause 3.3.2.

b) Option 2: Take delivery of the Commodity and relevant costs and charges shall be borne by the Cardmember. Under this option, the Cardmember shall undertake that he or she shall make payment on the Sale price on lump sum basis upon conclusion of Murabahah transaction. The Cardmember will also agree that no financing amount shall be disbursed to his or her account and the Card shall not be issued to him or her.

3.4 Pursuant to the above Clause 3.3:

3.4.1 The Bank will purchase the Commodity from Commodity Supplier at the Bank's Purchase Price.

3.4.2 The Bank will then sell the Commodity to the Cardmember (represented by the Bank as his Agent) at the Sale Price based on the Murabahah (which shall be payable by the Cardmember to the Bank).

3.4.3 To conclude the Clause 3.4.2 above, the Bank shall generate the certificate of ownership on the Cardmember's ownership of the Commodity.

3.4.4 Pursuant to Clause 3.3.3, the following shall be performed:

a. If Option 1 is selected, the Bank, as the Cardmember's Agent, will sell the Commodity to a third-party purchaser at the Bank's Purchase Price.

b. If Option 2 is selected, the Cardmember will take delivery of the Commodity and relevant costs and charges shall be borne by the Cardmember. Under this option, the Cardmember shall undertake that he or she shall make payment on the Sale price on lump sum basis upon conclusion of Murabahah transaction. The Cardmember will also agree that no financing amount shall be disbursed to his or her account and the Card shall not be issued to him or her.

3.4.5 The proceeds from the sale will be made available to the Cardmember subject to the terms and conditions in this Agreement.

4. RENEWAL OF CARD AND PERMANENT INCREASE OR DECREASE OF FACILITY LIMIT

Pursuant to the Purchase Undertaking, the Cardmember shall promise based on the principle of Wa`d, to buy the Commodity from the Bank under the basis of Murabahah with deferred sales price upon the purchase of the said Commodity by the Bank from the Commodity Supplier during the renewal/permanent increase or decrease limit of the Card.

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5. PAYMENT OF THE SALE PRICE

5.1 The Sale Price or such of it remaining unpaid shall be paid by the Cardmember in accordance with the Card Statement issued by the Bank on the Payment Due Date or in such other amount as stated in the Card Statement. The amount as stated in the Card Statement to be due and payable by the Cardmember to the Bank shall in the absence of manifest error be conclusive evidence that such amount is due and payable by the Cardmember to the Bank. All payments made by the Cardmember pursuant to each Card Statement shall be deemed or considered to be payments made towards the satisfaction of the Sale Price or such part of it remaining unpaid under these terms and conditions.

5.2 Notwithstanding the provision of Clause 5.1 above, upon receipt of the Card Statement, the Cardmember shall pay to the Bank the Minimum Payment due or up to the outstanding balance before or on the Payment Due Date as stated in the Card Statement.

5.3 All payments to the Card Account must be made in the billing currency in which the Card Statement is made. Payment by the Cardmember shall not be considered to have been made until the relevant payments have been received for value by the Bank. All payments via outstation cheques shall include the relevant inland exchange commission, whichever is applicable. Failure to include such commission shall entitle the Bank to debit the Cardmember's account for the same.

5.4 Notwithstanding any other provision in this Agreement, the Bank shall be at liberty to apply all or any such payment in such other manner as the Bank in its discretion deems or considers fit and expedient.

6. CARD FACILITY

6.1 The Card is issued for use in connection with facilities made available by the Bank from time to time at its discretion 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 account;
b. Cash Withdrawal from any designated authorised cash outlet and/or ATM;
c. any ATM transaction performed through the Cardmember's other accounts; or
d. other facilities, subject to pre-arrangement with the Bank, if applicable.

7. USE OF CARD

7.1. a. The Cardmember shall enter the 6-digit PIN at the Electronic Point-of-Sales Terminal to affect credit purchase using the Card.

b. The Cardmember shall provide the relevant Card information as requested to complete an on-line transaction through the secured website. Where applicable, an authentication code or One-Time-Password (OTP) shall be sent to Cardmember's mobile number registered with the Bank to complete the on-line transaction. By providing such information for the purpose of performing on-line transactions, it shall be deemed or considered by the Bank to be a properly incurred Card transaction.

c. To effect a Cash Withdrawal transaction, the Cardmember shall enter the 6-digit PIN at the ATM and/or Electronic Point-of-Sales Terminal or sign on a Cash Withdrawal Draft over the counter. Recorded documentation arising from the Cash Withdrawal transaction shall be deemed or considered by the Bank to be a properly incurred and duly authorised Card Transaction. The amount of each Cash Withdrawals transaction shall be limited to the available Card Account/ Cash Withdrawal limit and limited to three (3) times per day.

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7.2. For contactless-enabled Card, the Cardmember may tap the Card at the Contactless Reader linked to an Electronic Point-of-Sales Terminal for transaction below RM250. The Cardmember shall enter the PIN or sign the Transaction Receipt, in the event the PIN is not supported or executable for overseas transactions or once the transaction exceeds RM250 or the cumulative limit for contactless transaction.

7.3. The Cardmember shall comply with all requirements, directions, instructions and guidelines for use of the Card issued by the Bank from time to time in respect of all credit and banking facilities and services rendered to the Cardmember.

7.4. a. The Bank shall be entitled to treat its record of transaction performed by the use of the Card including but not limited to transaction performed via online purchase or e-commerce or mail order or telephone order 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 performed by the use of the Card shall be conclusive and binding on the Cardmember for all purposes, until a report of the loss or theft or unauthorised usage of the Card has been received by the Bank.

7.5. Notwithstanding Clause 7.1 above, a purchase may also be affected 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, mail order and telephone order.

7.6. The Cardmember shall use the Card for Shariah compliant transaction only.

7.7. The Card (except for AFFIN Business Platinum Card) is issued strictly for personal, non-commercial use. Cardmembers shall not use the Card for any transactions intended for resale, business operations, or generating income, including but not limited to wholesale purchases, supplier payments, services for business promotion, or transactions conducted on behalf of a third party. No AFFIN Reward Points and/or Cash back will be awarded for such transactions.

8. AFFIN REWARDS POINTS/CASH BACK

8.1 The Cardmember is entitled for AFFIN Rewards Points and/or cash back on retail transactions based on table below:

Product	AFFIN Rewards Points/Cash Back
• AFFIN DIVENTIUM™	**AFFIN Rewards Points** • 8X AFFIN Rewards Points for overseas retail transactions. • 1X AFFIN Rewards Point for local retail transactions.
• AFFIN INVIKTA™ Visa Infinite • AFFIN INVIKTA™ World Mastercard	**AFFIN Rewards Points** • 5X AFFIN Rewards Points for overseas retail transactions. • 1X AFFIN Rewards Point for local retail transactions.
• AFFIN World Mastercard	**AFFIN Rewards Points** • 3X AFFIN Rewards Points for overseas retail transactions. • 1X AFFIN Rewards Point for local retail transactions.

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Product	AFFIN Rewards Points/Cash Back
• AFFIN AVANCE™ Visa • AFFIN AVANCE™ Mastercard • AFFIN AVANCE™ Visa/Mastercard with Cash Line Facility • AFFIN AVANCE™ MAAM • AFFIN AVANCE™ ANSARA Affiliate	**AFFIN Rewards Points** • 3X AFFIN Rewards Points for dining transactions and transactions at Professional Bodies in Malaysia. • 1X AFFIN Rewards Point for other retail transactions.
• AFFIN AVANCE™ PROTON Affiliate	**AFFIN Rewards Points** • 3X AFFIN Rewards Points for dining, online / e-Commerce and transactions at Proton / Proton services. • 1X AFFIN Rewards Point for other retail transactions.
• AFFIN AVANCE™ MSU Affiliate	**AFFIN Rewards Points** • 3X AFFIN Rewards Points for dining, groceries and online / e-Commerce. • 1X AFFIN Rewards Point for other retail transactions.
• AFFIN AVANCE™ MIP Affiliate • AFFIN UiTM	**AFFIN Rewards Points** • 5X AFFIN Rewards Points for retail transactions on weekends. • 1X AFFIN Rewards Point for retail transactions on weekdays.
• AFFIN DUO+ (AFFIN DUO+ Visa and AFFIN DUO+ Mastercard)	**Cash Back** • 3% cash back for contactless transactions (transactions of RM250 and below) is capped at RM100 per month with the following conditions for AFFIN DUO+ Visa: - Up to RM100 for Cardmembers with previous balance RM8,000 and above - Up to RM50 for Cardmembers with previous balance of below RM8,000 **AFFIN Rewards Points** • 3X AFFIN Rewards Points for airlines, e-commerce/online, duty-free, hotels and overseas transactions for AFFIN DUO+ Mastercard. • The AFFIN Rewards on above category will be awarded based on the selected MCC: - Airlines (3000 – 3299) - e-Commerce/online (01,81,09,10) - Duty free (5309) - Hotel (3501 – 3999, 7011) - Overseas retail transactions

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Product	AFFIN Rewards Points/Cash Back
• AFFIN MPN	**AFFIN Rewards Points** • 3X AFFIN Rewards Points for Auto-Billing, e- Wallet, Online/e-Commerce, Dining, Hotel, Airlines and Overseas retail transactions
• AFFIN DUO (AFFIN DUO Visa Cash Back and AFFIN DUO Mastercard Rewards)	**Cash Back** • 3% cash back on e-Commerce/online, e- Wallet and auto-billing transactions. Cash back is capped at RM50 per month with the following conditions for AFFIN DUO Visa Cash Back: - Up to RM50 for Cardmembers with previous balance RM3,000 and above. - Up to RM30 for Cardmembers with previous balance below RM3,000. Note: Maximum cash back earned from e- Wallet transactions is at RM30 per month for the above two (2) conditions. **AFFIN Rewards Points** • 3X AFFIN Rewards Points for dining, groceries and petrol transactions with AFFIN DUO Mastercard Rewards.
• AFFIN UKM Alumni Premier World	**AFFIN Rewards Points** • 3X AFFIN Rewards Points for dining, e-Commerce / Online transaction and overseas retail transactions.
• AFFIN UKM Alumni Mastercard	**AFFIN Rewards Points** • 3X AFFIN Rewards Points for dining, e-Commerce / Online transactions.
• AFFIN Platinum Mastercard	**AFFIN Rewards Points** • 3X AFFIN Rewards Points for dining, groceries and online/e-commerce transactions. • 1X AFFIN Rewards Point for other retail transactions.
• AFFIN Mastercard Gold • AFFIN Mastercard Classic	**AFFIN Rewards Points** • 1X AFFIN Rewards Point for all retail transactions.
• AFFIN BORNEO	**Cash Back** • 0.2% cash back on retail transactions. Note: cash back excludes petrol and e-Wallet transactions
• AFFIN AURA • AFFIN Mastercard Basic • AFFIN Aura Basic	No AFFIN Rewards Points will be awarded for any transaction.

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8.2 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).

8.3 The following transactions will NOT be eligible for AFFIN Reward Points unless expressly stated otherwise under the respective Card product benefits/features per the Card Terms & Conditions clause 8.1:

a. Transactions made at petrol station – Merchant Category Code (MCC) 5542
b. Government services and utilities transactions - MCC 9211, 9222, 9223, 9311, 9399, 9402, 9405 4814, 4816, 4821, 4899 and 4900
c. Transactions related to charity – MCC 8398
d. Funding transactions or E-Wallet reloads.

8.4 Cash back for AFFIN DUO+ Visa, AFFIN DUO Visa Cash Back and AFFIN BORNEO is not applicable for:

a. Government services transactions - MCC 9211, 9222, 9223, 9311, 9399, 9402 and 9405
b. Transactions related to charity- MCC 8398
c. Payment via Online Banking, JomPay, FPX and Mail Order/Telephone Order (MOTO).

8.5 Cash back for AFFIN DUO+ Visa is awarded for eligible contactless retail transactions of RM250 and below per transaction. The Bank reserves the right to withhold or reverse Cash back if consecutive transactions at the same merchant within a short time frame are made to meet the Cash back eligibility criteria ("Intentional Splitting"). This includes, but is not limited to, multiple small transactions that collectively exceed RM250 at the same merchant may not qualify for Cash back.

8.6 Cash back for AFFIN DUO+ Visa, AFFIN DUO Visa Cash Back and AFFIN BORNEO is calculated based on Card Statement cycle. Cash back will be credited on each Card's Statement cycle date and it will be reflected in Principal Cardmember's current month Statement. If the contactless transactions or transactions that eligible for cash back posted on same day of Card's Statement cycle date, the cash back for those transactions will be credited in the next Statement and subject to the next month statement cash back capping.

8.7 Cash back shall be calculated on a per-transaction basis, in which the final Cash back amount will be determined using two (2) decimals places as-is, without any rounding up or rounding down.

Illustration:

Eligible Transaction Amount	Cash back Entitlement *(eg. AFFIN Duo Visa Cash back Card)*	Manual Cash back Calculation	Actual Cash back Amount Credited
RM600.70	3%	RM18.0210	RM18.02
RM550.00		RM16.5000	RM16.50
RM799.99		RM23.9997	RM23.99

8.8 For the avoidance of doubt, the following shall not be eligible for AFFIN Reward Points or Cash Back:

a. Any refunds and voided, reversed, disputed, unauthorized, fraudulent or unlawful transactions including online betting and gambling transactions.;
b. Monthly instalments i.e. 0% Easy Payment Plan (EPP), Cash-on-Call Instalment Plan (CIP), Balance Transfer Instalment Plan (BTiP) and Fixed Payment Plan (FPP);
c. Cash advance transactions;
d. Fees and charges debited to the Cardmember's account(s), including but not limited to annual fees, finance/profit charges, late payment charges and any other applicable fees and taxes; and/or

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e. Payments made to Credit Card/-i account.

9. PIN & PAY ("CHIP AND PIN") - PIN AND THE USE OF THE CARD WHERE APPLICABLE

9.1 The Bank will allocate a temporary PIN to the Cardmember. The temporary PIN will be sent to the Cardmember via SMS to the Cardmember's mobile number registered with the Bank or via other method prescribed by the Bank from time to time.

a. Temporary PIN for new Card issuance will be sent to the Cardmember once the Card is successfully activated.
b. If the Cardmember has forgotten the PIN or the temporary PIN is already expired, a new temporary PIN will be issued and sent via SMS at the Cardmember's request by contacting the Bank at 03-8230 2222 or 03-8230 2323 (for AFFIN Premium Cards)
c. The temporary PIN is only valid for thirty (30) days after the Cardmember received it.

9.2 The Cardmember upon receipt of the temporary PIN shall change the temporary PIN at the Bank's own ATMs and/or other secured channels permitted by the Bank.

9.3 In the event of unauthorised transaction(s), loss or theft of the Card, or PIN number is revealed to any other person, the Cardmember shall immediately submit a completed dispute form to the Bank if the Card was used for unauthorised transaction(s). A copy of police report must be submitted to the Bank within seven (7) days from the date the unauthorised transaction(s) is occurred. A new Card and PIN will be issued upon request from the Cardmember. The Cardmember is not able to use the existing PIN with a replacement Card.

9.4 The Cardmember shall not disclose the PIN to any other person under any circumstances. In the event of the PIN being disclosed to any party, the Cardmember shall notify the Bank immediately.

9.5 In selecting the Cardmember's PIN, the Cardmember **SHALL NOT** select a PIN which is obvious or predictable, including those which:

a. represents Cardmember's birth date;
b. being an alphabetical PIN, is a recognisable part of Cardmember's name;
c. consists of sequential numbers (for example 123456, 654321 etc);
d. consists of all numbers being the same (for example 111111); or
e. consists of repeated numbers (for example, 112233, 123123).

9.6 The Cardmember must ensure that the transaction amount is correct before signing any Transaction Receipts or transaction records or before entering the Cardmember's PIN at any Electronic Point-of-Sale Terminal, whereby, the Cardmember is deemed or considered to have agreed to the transaction and confirmed the amount is correct.

9.7 The Cardmember consents and agrees that the PIN shall serve as a means of authenticating and verifying the Cardmember's transactions conducted at Electronic Point-of-Sale Terminals under these terms and conditions.

10. TELECOMMUNICATION INSTRUCTIONS

10.1 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).

10.2 a. Any notice, demand or other communication (including computer generated notices/statements that do not require any signature) from the Bank under this Agreement shall be given in writing to the Cardmember at the Cardmember's address, numbers or electronically (including email) as stated in the application form and/or last appearing in the Bank's records. The notices may be given or made by post, electronically (including email), personal delivery or such other mode as may be agreed between the Bank and the Cardmember. The notices or other communications taken are to be given to the Cardmember:

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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 e-mail or other forms of instantaneous communication (including SMS and voice recording).

b. Cardmember agrees that all personal information and data provided to the Bank in its application for the Card is true, up to date and accurate and should there be any changes to any personal information or data of the Cardmember, the Cardmember shall notify the Bank immediately.

c. The Cardmember shall be fully responsible for the security and safekeeping of the information the Cardmember receives and shall ensure that such notices sent by the Bank are not disclosed to or given access to any other parties ('disclosure to third parties').

d. Unless such claim, loss, damage or liability is directly attributable to the default, negligence or fraud of the Bank, the Cardmember further agrees that the Bank shall not in any event be liable for any claim, loss or damage for any nature suffered by the Cardmember arising from or occasioned by any:
i. malfunction or defect in the transmission of information for whatever reason;
ii. inaccuracy, incompleteness, delay or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
iii. wrongful, unauthorised or improper access to use or interpretation of the information transmitted; and
iv. claim for libel or slander arising from the transmission of any information unless they arise from and are caused directly by the Bank's gross negligence or willful default. Such notification may be sent in English or Bahasa Malaysia.

10.3 The Cardmember shall acknowledge the following:

a. The Bank may record all telephone conversations between the Cardmember and the Bank's representatives for the purposes of monitoring and reviewing in order to prevent any confusion from arising; and

b. The Bank should not be responsible for the telephone conversation being overheard by unauthorised third parties. except where caused by the negligence or wilful default of the Bank (as the case may be).

10.4 Authorisation for telephone, mobile phone or e-mail Instructions.

a. The Cardmember authorises the Bank to rely upon and act in accordance with any notice, instruction demand or other communication that may be given by telephone or e-mail transactions by the Cardmember or on his/her behalf and the Bank shall be entitled to treat the Instructions as fully authorised by the Cardmember and the Bank shall be entitled to take such steps in reliance upon the instruction as the Bank may consider appropriate.

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

11. RESPONSIBILITY AND LIABILITY

11.1 The Card shall remain the property of the Bank at all times and the Cardmember shall not transfer or otherwise part with the control or possession of the Card for any use or purpose unauthorised by the Bank.

11.2 The Bank shall hold the Cardmembers liable for:

a. Card-present unauthorised transactions which require PIN verification, provided that the Cardmember has been proven to have:
i. acted fraudulently;
ii. delayed in notifying the Bank as soon as reasonably practicable after discovering the

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loss or unauthorised use of the Card;

iii. voluntarily disclosed the PIN to another person; or

iv. recorded the PIN on the Card or on anything kept in close proximity with the Card and could be lost or stolen with the Card;

v. the Card or an item containing the Card was left unattended, in places visible and accessible to others, except at the Cardmember's place of residence. Cardmembers are expected to exercise due care in safeguarding the Card even at Cardmember's place of residence; or

vi. voluntarily allowed another person to use the Card.

b. E-banking transactions, provided that the Cardmember has been proven to have:

i. acted fraudulently;

ii. deliberately disclose the access identity (ID) and passcode to any other person, via unsolicited emails or on any website other than the official website of the Bank;

iii. not taken reasonable steps to keep the security device secure at all times; or

iv. failed to carry out the obligation to report a breach of the security of a pass code or the loss of a security device to the Bank as soon as reasonably practicable, upon the Cardmember becoming aware of the breach or loss respectively.

c. Card-Not-Present transactions, provided that the Cardmember has been proven to have:

i. acted fraudulently; or

ii. failed to carry out the obligation to report any unauthorised transaction to the Bank as soon as reasonably practicable, upon the Cardmember becoming aware of the unauthorised transaction.

11.3 The Cardmember shall immediately inform the Bank within fourteen (14) days from the Statement Date should the Cardmember be aware of any unauthorised transactions.

11.4 The Bank may at the request of the Cardmember but without being obligated under the law, replace the lost or stolen Card upon payment of replacement of card charge as provide in Clause 18.8.

11.5 In the event of a lost or stolen Card, disclosure of PIN to any other person and/or any unauthorised use of the Card, the Cardmember shall contact the Bank immediately at at 03-8230 2222 or 03-8230 2323 (for AFFIN Premium Cards).

11.6 The Cardmember shall cut the Card across the magnetic stripe and chip and return the Card to the Bank immediately upon, revocation or suspension (on demand by the Bank) or upon discovery of the Card after notification of its loss and shall not have any further right to use the Card.

11.7 The Bank's record of any transaction performed by the use of the Card shall be conclusive and binding against the Cardmember.

11.8 Unlawful Activities - Cardmember is not allowed to use his/her Card for any Unlawful Activities such as gambling and illegal online betting. The Bank may at its discretion at any point of time can decide to suspend or restrict the use of Card by the Cardmember or with adequate prior notice not to renew, cancel or revoke the Card if the Cardmember is found to have used the Card for Unlawful Activities.

11.9 a. Wherever applicable, the Cardmember shall comply with the Foreign Exchange Notices (FE Notices) issued by Bank Negara Malaysia (BNM) in respect of any transactions, including overseas transactions and any cash withdrawal by non-residents must meet the purpose of activities in real sector, as made available in BNM's website.

b. The Cardmember authorises the Bank to take any steps to comply with the relevant and prevailing FE Notices and rules issued by BNM from time to time in respect of any Card transactions. Where applicable, the Cardmember shall comply with the prevailing FE Notices issued by BNM and use the Card within the limits and provisions imposed by BNM.

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

11.10 The Cardmember shall use the Card only to perform retail purchase and payment of Halal Goods and Services only.

11.11 The Cardmember acknowledges and agrees that where the Card is used for the payment of non-halal goods or services, the Bank has the right to suspend and/or terminate usage of the Card and the Cardmember are fully liable for all the non-halal transactions.

12. SUPPLEMENTARY CARD

12.1 The Bank shall issue Supplementary Cards only to immediate family members of Cardmember such as parents, spouse, children and siblings.

12.2 Supplementary Cardmember shall be liable for all charges incurred by the Supplementary Cardmember only under the Card Account.

12.3 The Cardmember shall be liable to ensure that his/her Supplementary Cardmember shall observe all terms, conditions and obligations imposed.

12.4 The Supplementary Card issued may be cancelled at the request of the Cardmembers notification together with Supplementary Card cut across the magnetic stripe and chip and returned to the Bank provided that such cancellation shall not perform the parties' rights and entitlement, duties and obligations accrued before such cancellation.

12.5 Upon termination of use of the Supplementary Card under any circumstances or at the request of the Cardmember the use of all Supplementary Cards shall also be terminated.

13. CARD ACCOUNT

13.1 All payments for purchases of goods or services affected by the use of the Card, annual fees, Profit Rate, compensation charge for late payment (Ta'widh) or additional charges shall be debited to the Card Account and reflected in the monthly Statement.

13.2 Cash Withdrawals, fees and charges incurred by the Cardmember including any payments or credits made are recorded by the Bank on the monthly Statement.

13.3 In the absence of manifest error, the records and entries of Card Account appearing in the monthly Statement shall be deemed or considered to be correct and binding on the Cardmember unless notification by telephone or written notification accompanied with a police report received by Bank within fourteen (14) days from the Statement Date. Under certain circumstances, such as to facilitate the investigation, the Cardmember may also be required to provide a police report accompanied by written confirmation to the Bank.

13.4 Upon receipt of such notification duly given by the Cardmember within the stipulated time, the Bank shall look into the Cardmember's Card Account to make the necessary adjustment and rectification, if any. The operation of this Clause shall not in any way affect the Cardmember's obligation under Clause 14 provided that any money due to or from the Cardmember shall be credited or debited into the Cardmember's Card Account.

13.5 In the event that there is insufficient available balance in the Card Account to pay for any transaction or other amount payable from the Card Account, including any fees, charges or

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other payments due to the Bank, due to any reason including any erroneous approval given or any mistake on the part of the Bank such as wrongly crediting any amount to the Card Account or wrongly debiting any amount to the Card Account or due to any mistake or error:-

(a) the Bank may in its discretion, transfer or arrange the transfer of sufficient funds from any other account held by the Cardmember with the Bank to the Card Account (without any obligation to do so);

(b) notwithstanding anything herein to the contrary, the Cardmember agrees that the Bank can make the necessary adjustment or rectification and to credit/debit the Card Account accordingly and the Cardmember hereby irrevocably and unconditionally agrees to pay any amount debited to the Card Account.

13.6 In the event of any mistake or error for any other reason where an adjustment, reversal or cancellation need to be made to the transaction in the Card Account or to debit/credit the Card Account to reflect the correct amount, the Bank shall be entitled to make any adjustment/reversal/cancellation accordingly and the Cardmember hereby irrevocably and unconditionally agrees to pay any amount debited to the Card Account. Any entries in the statement of the Card Account so rectified shall be binding on the Cardmember.

14. FACILITY LIMIT

14.1 The Bank shall assign an approved Facility Limit to the Cardmembers at its discretion. For AURA Basic Credit Card-i, the approved Facility Limit shall not exceed RM20,000.

14.2 Where the Cardmember operates 2 or more Cards with the Bank, a combined Facility Limit shall be assigned to the Cardmember representing the total Facility Limit extended to cover the use of all Cards held by the Cardmember, if any.

14.3 Cardmember shall not exceed the Facility 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 15.1 (b) (ii).

15. LIABILITY OF PAYMENT

15.1 The Cardmember shall make payment as follows:

a. To pay the entire amount of the Current Balance before or on the Payment Due Date;

b. Alternatively, to make Minimum Payment as follows:

i. Where the Current Balance is within the Facility Limit, not less than minimum payment due calculated at 5% of the Current Balance* + 100% of Service Tax (if any) + 100% of any monthly instalments** (if any) + 100% Past Due amount*** (if any);

ii. Where the Current Balance is in excess of the Facility Limit, the whole amount in excess thereof together minimum payment due calculated at 5% of the Current Balance* + 100% of Service Tax (if any) + 100% of any monthly instalments** (if any) + 100% Past Due amount*** (if any).

*Current Balance = Retail transaction (if any) + Cash Withdrawal amount (if any) + Profit charges and/or Late Payment charges (Ta'widh) and any other fees and charges (if any).
**Monthly instalment refers to Fixed Payment Plan (FPP), Balance Transfer Instalment Plan (BTiP), Cash-On-Call Instalment Plan (CIP), Easy Payment Plan (EPP) and Auto Balance Conversion (ABC)
*** Sum of minimum payment that has not been made in previous months.

15.2 Payment received from Cardmember shall be allocated to settle balance outstanding that attracts higher profit rate first.

15.3 Overpayment/Discretion to Manage Credit Balance in Card Account:

a. Overpayment is strictly discouraged

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b. If there is overpayment made, the overpayment will be applied in the manner as specified in Clause 15.2 above.
c. Bank will also act according to Clause 24 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.

16. PROFIT RATE FREE PERIOD FOR RETAIL TRANSACTIONS

16.1 If the Cardmember has fully settled the preceding month's outstanding balance as evidenced by the current month's Statement, the Cardmember will enjoy a "Profit Rate 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 Profit Rate will not be levied on any new Retail Transactions for such Profit Rate Free Period.

For Cardmember who have not fully settled the preceding month's outstanding balance, they will not enjoy the Profit Rate Free.

17. PROFIT RATE (become part of Sales Price payable to the Bank)

17.1 Profit Rate is calculated on a daily basis and shall be imposed on the following:
a. Outstanding Cash Withdrawal transaction balance from the transaction date until the full payment 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 payment date.

17.2 Profit Rate shall be imposed on principal amount of transactions as stipulated in Clause 17.1. above only. Profit Rate shall not be imposed on the portion of balances that relates to Profit Rate that were carried forward from the previous Statement.

17.3 New Retail Transaction(s) falling on the next Statement cycle before the Statement Date will not be levied Profit Rate.

17.4 Cardmembers who make at least the Minimum Payment by the Payment Due Date will receive a Profit Rate rebate, which shall apply for the affected month or months.

17.5 For Cardmembers who pay less than full payment by the Payment Due Date, Profit Rate on new retail transaction will be imposed from the day of transaction is posted to the Card Account in the current month's Statement.

17.6 Profit Rate may be imposed using the following formula:

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

f is the Profit Rate for a particular balance B computed over the period of P day.

B is the balance that is imposed with Profit Rate.

P is the respective profit bearing periods in days on which the balance B is imposed with Profit Rate.

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D is the number of days used as the base for the annual rate.
R is the nominal Profit Rate annual rate stated.

Note: Total Profit Rate imposed for the month is the sum of all the Profit Rate (f) computed on the different balances that may be imposed with Profit Rate over the applicable profit bearing periods during the month.

Product	Effective Profit Rate (per annum)	
	Retail Transaction	**Cash Withdrawal Transaction**
• 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 Cash Line Facility • AFFIN DUO+ (AFFIN DUO+ Visa and AFFIN DUO+ Mastercard) • AFFIN Platinum Mastercard • AFFIN UKM Alumni Premier World • AFFIN UKM Alumni Mastercard • AFFIN UiTM • AFFIN MPN • AFFIN DUO (AFFIN DUO Visa Cash Back and AFFIN DUO Mastercard Rewards) • AFFIN Mastercard Gold • AFFIN Mastercard Classic • AFFIN Mastercard Basic	• **Tier 1 -** 15% per annum if the Cardmember has promptly settled the minimum payment due for 12 consecutive months. • **Tier 2 -** 17% per annum if the Cardmember has promptly settled the minimum payment due for at least 10 months in a 12- month cycle. • **Tier 3 -** 18% per annum if the Cardmember's payment record is not within the above category.	18% per annum of amount withdrawn until the date of full payment of the amount
• AFFIN AURA • AFFIN BORNEO	**First year:** 8% per annum **Second year onwards:** • **Tier 1** – 9% per annum if the Cardmember has promptly settles the minimum payment due for twelve (12) consecutive months. • **Tier 2** – 12 per annum if the Cardmember has promptly settles the minimum payment due for at least ten (10) months in a 12-months cycle. • **Tier 3** - 18% per annum if the Cardmember's payment record is not within the above category	18% per annum of amount withdrawn until the date of full payment of the amount
• AFFIN Aura Basic	• 14% per annum	

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17.7 If the Cardmember fails to pay the specified Minimum Payment by Payment Due Date, a further compensation charge for late payment (Ta'widh) of maximum 1% of the total outstanding balance, up to a maximum of RM100, whichever is lower shall be imposed. The compensation charge for late payment (Ta'widh) will be charged at the discretion of the Bank and may be varied from time to time by giving prior notice of at least twenty-one (21) days of such variation to the Cardmember.

17.8 Payments by the Cardmember shall not be considered to have been made until the Bank has received the payment and recorded in the Bank's system.

17.9 All payments by the Cardmember to the Bank shall not be subject to any deduction whether for counter-claim and/or set-off against the Authorised Merchant, cash outlet and/or the Bank. 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.

17.10 The Cardmember undertakes that he/she will make satisfactory arrangement for payments of his Card Account in accordance with these terms and conditions in the event of his absence abroad.

18. FEES AND CHARGES

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

18.1 Cash Withdrawal fee of 5% on the Cash Withdrawal amount subject to a minimum of RM20, whichever is higher for domestic and overseas Cash Withdrawal.

18.2 Annual fees as prescribed by the Bank for a Card issued or renewed. The annual fees shall not be refunded.

18.3 Profit Rate as provided in Clause 17.

18.4 Compensation charge for late payment (Ta'widh) as provided in Clause 17.7.

18.5 Minimum of RM5 will be charged for Card delivery upon request. The fee will be determined by location and weight of the item.

18.6 A fee of RM5 per copy in relation to any request for a duplicate copy of the Statement. However, this charge shall not be levied if it is subsequently determined that the error in processing arises from the Bank.

18.7 A fee of RM10 per copy in relation to any request for a duplicate copy of the Sales Draft. However, this charge shall not be levied if it is subsequently determined that the error in processing arises from the Bank.

18.8 Card replacement charge 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 Cash Line Facility, AFFIN DUO+ (AFFIN DUO+ Visa and AFFIN DUO+ Mastercard), AFFIN Signature, AFFIN Platinum Mastercard, AFFIN UKM Alumni Premier World, AFFIN UKM Alumni Mastercard, AFFIN UiTM, AFFIN MPN, AFFIN DUO (AFFIN DUO Visa Cash Back and AFFIN DUO Mastercard Rewards), AFFIN Mastercard Gold, AFFIN Mastercard Classic, AFFIN AURA, AFFIN AURA Basic and AFFIN BORNEO; and RM20 for AFFIN Mastercard Basic for each replacement Card issued.

18.9. Service Tax of RM25 will be imposed on the Card activation date and on every subsequent anniversary of the Card's activation date.

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18.10. Card statement fee of RM1.00 per month will be imposed for each hardcopy credit card-i Statement. The fee only applicable to Cardmembers who opted for hardcopy Statement with the exclusion of Cardmembers aged 60 and above.

18.11 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.

18.12. 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 the implementation.

18.13. Notwithstanding the above provisions, the Bank shall be entitled at its discretion to vary the rate or method of calculation of the annual fees, handling charges, additional charges, Profit Rate, the specified Minimum Payment and/or compensation charges (Ta'widh) from time to time by giving twenty-one (21) calendar days prior notice to the Cardmember.

19. ERROR/ DISCREPANCIES AND NOTIFICATION

19.1 The Cardmember shall check the Card Account records carefully and promptly.

19.2 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.

19.3 The Bank shall issue a letter or computer-generated advice to the Cardmember for all funds transfer affected with the use of Card.

19.4 The Cardmember shall notify the Bank of any error in the Cardmember's Statement of account or possible unauthorised transaction(s) in relation to the Card within fourteen (14) days from the Statement Date.

19.5 The Cardmember shall make such notification immediately upon receipt of the Bank's letter or Card Statement directly to:

AFFIN ISLAMIC BANK BERHAD
Cards and Unsecured 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 nearest branch or e-mail to yourvoice@affingroup.com.
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 Financial Markets Ombudsman Service (FMOS) at 03-2272 2811; or
- Call Agensi Kaunseling dan Pengurusan Kredit (AKPK) at 03-2616 7766 for free services on money management, credit counseling and debt restructuring for individuals.

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20. EXCLUSION OF LIABILITY

20.1 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.

20.2 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.

20.3 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.

21. RIGHTS OF PARTIES

21.1 The Bank shall have the right:

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

22. OVERSEAS TRANSACTIONS

22.1 The Cardmember may use the Card outside Malaysia where there are Authorised Merchants and/or Visa International/Mastercard International.

22.2 The Cardmember may use the Card for Cash Withdrawal 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.

22.3 Overseas transactions will be converted into Ringgit Malaysia (RM) using the exchange rate, fees and charges determined by Visa/Mastercard, plus a 1% foreign exchange spread imposed by the Bank.

22.4 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.

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

23.1 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) days' notice to the Cardmember unless

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otherwise required by regulatory bodies/agencies/court orders where upon all monies owing to the Bank under his/her Card Account shall become due and payable immediately in full upon the happening of any of the following events:

a. if the Cardmember fails to pay to the Bank;
   (i) on demand any monies on the Card/Card Account; or
   (ii) 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 financing facilities granted by the Bank or any other institution to the Cardmember or other party in which the Cardmember is a guarantor, charger or assignor;
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 payment of the Financing Limit Facility or the payment of the Minimum Payment due;
h. The Card is use 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.

23.2 Upon termination of the Card or upon the revocation, suspension or restriction of the rights of the Cardmember to use the Card, aforesaid, the Cardmember shall, upon demand by the Bank, settle his/her Card Account in full as required by the Bank. The Cardmember will remain liable for any transaction effected through the use of the Card (whether before or after the termination of the Card), including transactions effected but not yet posted to the Card Account.

23.3 In the event that 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 immediately to the Bank, with a written notice that he/she 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 also continue to be liable for all obligations incurred prior to such cancellation as well as for any and all previous breaches of this Agreement. No refund of the annual fee and

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service tax or any part of it will be made to the Cardmember.

24. RIGHTS OF CONSOLIDATION AND SET-OFF

The Bank may at any time, upon giving seven (7) calendar days of prior notification to the Cardmember, combine, consolidate or merge all or any of the Cardmember's account(s), whether current, investment or otherwise, with the liabilities to the Bank and/or the Bank may set off or transfer any sum standing to the credit of any such account including joint accounts and sole proprietor accounts in or towards the satisfaction of any of the Cardmember's liabilities to the Bank. If the Cardmember's account is in another currency and conversion to Ringgit Malaysia is required, the 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 rates.

25. MISCELLANEOUS

25.1 LAW

This Agreement shall be governed by and construed in accordance with the Laws of Malaysia. The Cardmember further agrees to submit to the jurisdiction of the Courts of Laws in Malaysia. The Cardmember further agrees that service of any process may be affected by posting the same to the Cardmember in the manner set out in Clause 25.8.

25.2 WAIVER

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

25.3 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.

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

25.5 DISCLOSURE

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

a. To any Authorised Merchant, any bank or financial institution, Visa International/Mastercard 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 other debt collection agent or service provider.
c. For or in connection with any action or proceeding taken for the purpose of recovery of

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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.

25.6 FURTHER DOCUMENTS

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

25.7 SERVICE OF SUMMON AND STATEMENT OF CLAIM

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

25.8 THIRD PARTY COLLECTION AGENT

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

25.9 CERTIFICATE OF INDEBTEDNESS

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

25.10 SEVERABILITY

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

25.11 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.

25.12 GROUP PRIVACY CLAUSE

a. The Cardmember are reminded to read and understand the Bank's Privacy Notice available on www.affinislamic.com.my. For avoidance of doubt, the Cardmember agrees that the said Group Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
b. In the event the Cardmember provide personal and/or financial information relating to third parties, including information relating to the next-of-kin and dependents or information relating to the Cardmember's directors, shareholders, officers, individual guarantors and

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security providers (for corporations), for the purpose of opening or operating account(s)/ facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Cardmember:

i. confirm that he/she has obtained their consent and/or are otherwise entitled to provide this information to the Bank and to use it in accordance with this agreement;
ii. agree to ensure that the personal and financial information of the said third parties is accurate; and
iii. agree to update the Bank in writing in the event of any material change to the said personal and financial information.

c. Where the Cardmember instructs the Bank to perform any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank or its agents to enter into any cross-border transaction on the Cardmember's behalf, the Cardmember further agree to the above said disclosures on his/her own behalf and others involved in the said cross-border transaction.

d. The Cardmember shall inform the Bank at any time to opt-out if the Cardmember does not wish to receive marketing communications from the Bank or other members of Affin Bank Berhad Group of Companies (ABB Group) by calling our Contact Centre at 03-8230 2222 or by writing in to the Branch Manager Services of the servicing branch or office of the ABB Group or by writing in to Cards Business Department:

AFFIN ISLAMIC 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 Statements of account and the Bank websites contain standard information regarding the Bank's other products and services that cannot be removed without affecting the delivery/ provision of its services and/or products, the operation of the Cardmembers account(s) and/or facility(ies) with the Bank, and/or additional costs to the Bank.

f. The Bank may use a credit reference agency to help make decisions, for example when there is a need to:

i. check details on applications for credit and credit-related or other facilities;
ii. manage credit and credit-related accounts or facilities, including conducting reviews of the Cardmember's portfolio(s); and/or
iii. recover debts.

g. The Cardmember will be linked by credit reference agencies to any other names which he/she may use or have used, and any joint and several applicants. The Bank may also share information about the Cardmember and how his/her managers manage his/her account(s)/ facility(ies) with relevant credit reference agencies.

h. The Bank reserves the right to amend this Privacy Clause from time to time by placing such amendments on our websites or notices at the banking halls or at prominent locations within our branches. The amendment shall take effect after twenty-one (21) calendar days upon first placement of the same.

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

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25.13 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.

25.14 IBRA' (REBATE)

The Bank may grant Ibra' (rebate) on part or the entire profit portion from the outstanding Bank's Sale Price to the Cardmember upon full settlement and cancellation of the facility.

25.15 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.

In line with the Bank's commitment to upgrade Cardmember services and benefits, the Bank shall have the right to review and revise the features and benefits listed in this Agreement from time to time by giving out twenty-one (21) calendar days prior notice, via posting on the Bank's website or a written notice to the Cardmember. Cardmember is advised to refer to the updated terms and conditions at the Bank's website at AffinAlways.com from time to time. The latest terms and conditions made available on the Bank's website shall apply after twenty-one (21) calendar days if the Cardmember do not respond in accordance with Clause 25.4 of this Agreement.

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

AFFIN ISLAMIC BANK BERHAD CARDS AND UNSECURED BUSINESS DEPARTMENT

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