

AFFIN Debit Mastercard Terms & Conditions

CARD HOLDER AGREEMENT

In consideration of Affin Bank Berhad (“AFFIN BANK”) [Company No: 197501003274 (25046-T)] and Affin Islamic Bank Berhad (“AFFIN ISLAMIC”) [Company No: 200501027372 (709506-V)] (hereinafter collectively called as “the Bank”) agreeing to make available to the Card Holder the facility offered by the Bank, the Card Holder irrevocably and unconditionally hereby agrees to the following terms and conditions (“Terms and Conditions”).

This Terms and Conditions are to be read together as a whole with the Bank’s Generic Terms and Conditions Applicable for All Deposit Accounts/Products/Services as well as other rules and regulations binding on the Bank. It is important for the Card Holder to read carefully and understand the Terms and Conditions printed below before using the Card. In the event that the Cardholder does not understand these terms and conditions, the Cardholder is hereby advised to discuss further with the Bank’s staff, representative or agent.

1.0 DEFINITION AND INTERPRETATION

1.1 In this Card Holder Agreement (hereinafter referred to as ‘this Agreement’), the words and phrases referred to below are defined as follows:

“**Annual Fee**” shall mean the fee that is charged to the Card Holder on yearly basis in exchange for the services, benefits and privileges offered.

“**ATM**” shall mean the Automatic Teller Machine or card operated machine including but not limited to machines belonging to AFFIN BANK/AFFIN ISLAMIC or any members of MEPS consortium or to Mastercard or Cirrus ATM network.

“**ATM Transaction**” shall mean all transactions effected via the ATM.

“**Authorised Cash Outlet**” refers to any bank, ATM or outlet which are authorised to accept Mastercard or any other brand owners of which the Bank is a member for cash withdrawal.

“**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.

“**Bank**” shall mean AFFIN BANK and AFFIN ISLAMIC which is inclusive of its successors in title and assigns.

“**Branch**” shall mean AFFIN BANK and AFFIN ISLAMIC branches. “**Business Day**” shall mean any day on which the Bank is open for business.

“**Card**” shall mean the AFFIN Debit Mastercard or any other Debit Mastercard issued by the Bank from time to time and includes any substitution, replacement or renewal of such card.

“**Card Holder**” shall mean a Card Holder of the Bank to whom the Card has been issued.

“**Card Account or Account**” shall mean the AFFIN Savings Account or Current Account/Savings Account-i or Current Account-i (“CASA/-i”) of the Card Holder maintained with the Bank for the purpose of this Agreement.

“**Card Present Transactions**” means a Card transaction payment where the Card Holder presents the physical Card for the merchant’s visual examination at the time that the payment for the relevant transaction is affected. The Card Present Transactions include and are not limited to cash withdrawal at ATM and retail purchases.

“**Card-Not-Present Transaction**” means a Card transaction payment where the physical Card is not physically present at the point-of-sale.

“**Cash Withdrawal**” refers to Cash withdrawals from the Card Account at the Branch or any designated bank’s ATMs and participating Mastercard ATMs and member banks’ ATMs.

“**Cirrus**” means the global interbank ATM network operated by Mastercard, which connects all Mastercard credit, debit, and prepaid cards, as well as ATM cards issued by participating banks worldwide.

“**Contactless Transaction**” shall mean a Card transaction that is processed without requiring the Card to be swiped and/or inserted at the Point-of-Sales Terminal.

“**Corporate ID**” means a corporate log in identification selected or created by the Customer comprising of alpha characters during first time registration.

“**Daily Spending Limit**” shall mean the set maximum daily amount can be debited from Card Holders Account.

“**e-banking**” means the provision of banking products and services through electronic channels, including via the internet, mobile devices, telephone, automated teller machines (ATM) and any other electronic channel.

“**Electronic Data Capture (EDC) Terminals**” means any electronic terminal which is capable of reading magnetic stripe or chip on Cards.

“**Fees & Charges**” means the fees charged referred to in Clause 8.

“**Login ID**” means a log in name selected or created by Customer comprising of alphanumeric characters during first time registration. It is required by e-banking Customer to identify the log in user before granting access to e-banking.

“**MCCS**” means Malaysian Chip Card Specification, a Chip and PIN specification for domestic debit Card.

“**Password**” means a unique string of characters (including alphanumeric and selected symbols) chosen by the Customer and known only to Customer which the Bank will authenticate together with the Login ID and the Corporate ID to gain access to the e- banking.

“**PIN**” shall mean the Personal Identification Number issued to the Card Holder to enable access to Card transactions through an ATM or at the electronic Point-of-Sales Terminal.

“**PIN Mailer**” means the document containing the Customer Login ID, Password and Corporate ID to access to e-banking issued by AFFIN BANK/AFFIN ISLAMIC to the Customer via email.

“**PIN Pad**” refers to a device which is connected or is part of the EDC Terminal where the Card Holder authorises the transaction by entering his/her PIN on the Pin Pad.

“**Point-of-Sales Terminal**” or “**POS terminal**” refers to a device that is used to process payment by merchants at any retail locations.

“**Statement**” shall mean the CASA/i statement in the name of the Card Holder which will be sent to the Card Holder.

“**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 Card Holder through the use of the Card to be charged to the Card Account.

“**Mastercard**” means MasterCard Incorporated, a company organised under the State of Delaware, United States of America of which the Bank is a member institution

- 1.2 Words in this Terms and Conditions which refer to the singular shall include the plural and vice versa; and masculine gender shall include the feminine and neuter gender and vice versa.

Where there are two or more persons comprised in the term "the Card Holder" refers to all instructions, agreements and obligations shall be deemed to have been issued by and binding upon such persons jointly and severally and the Bank may act on such notices or instructions without enquiry; and any notice given by the Bank to any one of such persons shall be sufficient notice to all the accountholders. Should Card Holder have appointed an Authorised User(s); all references to the "Card Holder" shall also refer to his/her Authorised User.

Reference to time of a day shall be construed as reference to Malaysian time and reference to any law includes any amendments to the law.

2.0 APPLICATION AND ACCEPTANCE OF THE CARD

- 2.1 Card Holders of the Bank who are holding the Accounts of the age of eighteen (18) years and above and minor of the age of twelve (12) years and above are eligible to apply for the Card. In the case of joint Accounts, only holders of joint Accounts with the instruction of “Any One to Sign” can apply for the Card.
- 2.2 An application to apply for the Card must be made in person or by authorised representative using the forms provided by the Bank and subject to the Bank’s requirement, such as age requirement, references and supporting documents as specified by the Bank. The Bank may vary such requirement(s) from time to time.
- 2.3 An applicant below the age of eighteen (18) years must complete the application form wherein the parents or legal guardian is required to sign the letter of indemnity and submit to the Bank with supporting documents as specified by the Bank. The Bank may vary such requirement(s) from time to time.
- 2.4 The Card shall be issued to minor of age between twelve (12) to seventeen (17) years old with transaction limit of RM300.00 on the Card.

- 2.5 The Card Holder will create their own PIN via PIN Pad device located at branch upon the Card application for the purpose of effecting ATM transactions and at the electronic POS terminal.
- 2.6 By accepting the Card, the Card Holder is responsible to:
- (a) abide by this Terms and Conditions for the use of the Card;
 - (b) take reasonable steps to keep the Card and PIN secure at all times, including at the Card Holder'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 Card Holder's birth date, identity card, passport, driving license or contact numbers;
 - (iv) allowing any other person to use the Card and PIN; and
 - (v) act 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 Card Holder'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 without undue delay.
- 2.7 The Bank at its discretion may refuse any Card application without giving any reason. The operation of the Card shall be entirely at the discretion of the Bank.
- 2.8 By issuing the Card to the Card Holder, the Bank agrees to make available the usage of the Card to the Card Holder subject to the Terms & Conditions herein set out.
- 2.9 In the event that the Card Holder does not wish to be bound by these Terms and Conditions, the Card Holder 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 is returning the Card for cancellation. Notwithstanding the cancellation of the Card, the Card Holder shall also continue to be liable for all obligations and transactions incurred prior to such cancellation as well as for any and all antecedent breaches of this Agreement. No refund of the annual fee and service tax any part thereof will be made to the Card Holder.

3.0 USE OF THE CARD

- 3.1 The Card Holder is allowed to purchase goods and services online and to access cash at ATMs which display MEPS or Mastercard or Cirrus for the withdrawal of cash from the Accounts. Nevertheless, the Card Holder may use the Card outside Malaysia for the cash withdrawal from Accounts at any ATMs which display MEPS and Mastercard or Cirrus logo as there is the equivalent amount of cash balance in the Accounts at the point of transaction or withdrawal and subject to such limit as may be determined by the Bank.
- 3.2 To affect a purchase using the Card at any Authorised Merchant, the Card Holder may authorize the Card Transactions by:
- (a) inserting PIN at the POS terminal; or
 - (b) performing Contactless Transaction.

Any confirmation receipts and/or acceptance issued by Authorised Merchant of its affiliates for the transaction shall be deemed satisfactory documentary evidence as use and the Card Holder must adhere to these terms and conditions.

- 3.3 Any cash withdrawal by the Card Holder will be directly debited from the Account. The Cash Withdrawal limit is defaulted at RM3,000 subject to a maximum limit of RM5,000 in accumulated total per day and a maximum limit of RM1,500 per withdrawal transaction. The limit may be changed by the Bank from time to time. The Card Holder may change the Cash Withdrawal Limit setting by visiting our AFFIN ISLAMIC/AFFIN BANK branches or ATM's of the Bank.
- 3.4 The daily purchase limit will be set on default at RM5,000 and subject to a maximum limit of RM10,000 in accumulated total per day. The Card Holder may change the daily purchase limit setting by visiting AFFIN ISLAMIC/AFFIN BANK branches or ATM's of the Bank.
- 3.5 The Card daily purchase limit for Contactless Transaction can be changed anytime by the Card Holder via over-the-counter branches or any other means defined by the Bank in the future subject to a maximum accumulated limit per day. For Contactless Transaction the maximum amount per transaction and per day is defaulted at RM250.00. However, Card Holder may change the limit by visit our branch. If the transacted amount exceeds the limit, the Card Holder is required to insert the card at the POS terminal and to continue with PIN entry.
- 3.6 Debit Transaction shall be deemed to be cash withdrawal transactions and the Card Holder hereby authorised the Bank to debit his/her Account for the total amount of the bills incurred by the use of the Card.
- 3.7 The Card Holder acknowledges that the balance reflected through the ATM, the internet or such other terminals or channels that is available to the Card Holder shall not include deposits which have not been verified by the Bank and cheques issued by the Card Holder which have not been processed by the Bank. The balance reflected through the ATM, the internet or such other terminals or channels that are available to the Card Holder shall not be taken as conclusive of the state of the Card Holder's Account.
- 3.8 The Card Holder shall accept full responsibility for all transactions made by the use of the Card, whether with or without his/her knowledge or authority, and the Card Holder accept the Bank's record of transaction as conclusive and binding for all purposes. The Card Holder further agrees to waive any and all rights and remedies against the Bank in connection thereto. Any transfer of funds made through the ATM machine shall be deemed to be final and settled once the ATM machine has successfully executed the instruction to debit the Card Holder's Account and credit the beneficiary's Account.
- 3.9 If the Card Holder uses the Card to purchase goods and/or services through the online internet sites or portals, the Card Holder shall be solely responsible for the security of such use at all times. Where applicable, the Card Holder will be required to enter a One Time Password (OTP) delivered via Short Message Service (SMS) that will be sent to the Card Holder's registered mobile number. The Card Holder agrees that the entry of the Card information on the internet shall be sufficient proof of the authenticity of such instructions.
- 3.10 All the debit transactions reflected in the Card Holder Account are in real time of which enable the Card Holder to verify the transaction instantly via internet banking.
- 3.11 The Bank shall be entitled to treat the Bank's record of any transaction effected by the use of the Card including but not limited to the transactions effected via internet, mail order, telephone or at specific POS terminal including but not limited to the transactions at the petrol kiosk and/or through such other modes that may be introduced/implemented from time to time as evidence of transaction properly effected by the Card Holder to be debited to the Account of the Card Holder.
- 3.12 With the activation of magnetic stripe for Cross Border transaction, the Card Holder shall:
- (a) accept full responsibility for the risk of cloning of the Card;
 - (b) change his/her PIN upon returning to Malaysia after performing any cash withdrawal overseas (Indonesia, Singapore, Thailand and China); and
 - (c) check his/her account transaction upon returning to Malaysia and de- reactivate ATM Regional Link facility at any AFFIN BANK and AFFIN ISLAMIC branches.

4.0 CHIP AND PIN – PIN and use of the Card where applicable

- 4.1 For the purpose of effecting ATM and debit transactions with the Card, the Card Holder is required to select PIN via PIN Pad device located at branch upon the Card application.
- 4.2 For bulk account opening, the Bank will allocate a temporary PIN to the Card Holder via PIN Mailer. The Card Holder 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.

- 4.3 If the Card Holder has forgotten his/her PIN, the Bank will issue the replacement of the Card upon the Card Holder's request.
- 4.4 In the event of lost or theft of the Card, or PIN number is revealed to any other person, the Card Holder shall immediately notify the Bank follow up in writing accompanied with a police report. A new Card and PIN will be issued upon request from the Card Holder. The Card Holder is not able to use his/her existing PIN with a replacement Card.
- 4.5 The Card Holder must keep his/her PIN secret and shall not disclose his/her PIN to any other person under any circumstances. In the event of the PIN being disclosed to any party, the Card Holder shall immediately notify the Bank and follow up in writing accompanied with a police report.
- 4.6 In selecting the Card Holder's PIN, the Card Holder SHALL NOT select a PIN which is obvious or predictable, including those which:
- (a) represents his/her birth date;
 - (b) being an alphabetical PIN, is a recognisable part of his/her 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).
- 4.7 The Card Holder must ensure that the transaction amount is correct before signing any Transaction Receipts or transaction records and before entering the Card Holder's PIN at any electronic POS terminal which requires the entry of the Card Holder's PIN. By signing a Transaction Receipts or transaction record or entering the Card Holder's PIN or otherwise using the Card Holder's Card at any electronic POS terminal, the Card Holder is deemed to have agreed to the transaction and confirmed the amount is correct.
- 4.8 The Card Holder consents and agrees that the PIN will serve as a means of authenticating and verifying the Card Holder's transactions under these terms and conditions at the electronic POS terminal.

5.0 CONTACTLESS TRANSACTIONS

- 5.1 MCCS Contactless – a contactless payment method via MyDebit network that can be performed at any POS terminal which displays MCCS Contactless logo.
- 5.2 Mastercard PayPass – a contactless payment method via Mastercard network that can be performed at any POS terminal which display Mastercard PayPass logo.
- 5.3 Each Contactless Transaction is capped at RM250.00 per transaction. In the case where the Contactless Transactions have either exceeded the threshold of RM250.00 for each Contactless Transaction and/or have reached the cumulative Contactless Transaction limit per day, of RM250.00, the Card Holder is required to insert the PIN at the POS terminal before proceeding with the transaction.
- 5.4 The Contactless Transactions are subject to the daily purchase limit.
- 5.5 Card Holders are allowed to perform the following options at any time by visiting Branches:
- (a) to turn-off or opt-out from Contactless functionality, or
 - (b) to set their preferred transaction limit and cumulative daily spending limit.
- 5.6 With the activation of Contactless purchase function in MyDebit and Mastercard, the Card Holder shall:
- (a) accept full responsibility for the risk of 'PIN less' purchase transaction at any POS terminal; and
 - (b) ensure the MyDebit and Mastercard is always in his/her custody and not to surrender to any third party to allow the 'contact less' transaction at any 'contactless' device terminal.

6.0 TELECOMMUNICATION INSTRUCTIONS

- 6.1 The Bank shall verify the Card Holder's identity through a security process established by the Bank (which may be changed from time to time).
- 6.2 The Bank shall not be liable or responsible to the Card Holder for any loss or damage in following or omitting to follow such instructions.

6.3 The Card Holder shall acknowledge the following:

- (a) The Bank may record all telephone conversations between the Card Holder 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.

6.4 Authorization for telephone, mobile phone, email and facsimile instructions:

- (a) The Card Holder authorizes the Bank to rely upon and act in accordance with any notice, instruction demand or other communication that may be given by telephone, email or facsimile by the Card Holder or on his/her behalf ("Instruction") and the Bank shall be entitled to treat the instructions as fully authorised by the Card Holder and the Bank shall be entitled to take such steps in reliance upon the instruction as the Bank may consider appropriate.

7.0 RESPONSIBILITY AND LIABILITY

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

7.2 In the event of loss and/or theft of the Card and/or disclosure of the PIN to any unauthorised person, the Card Holder shall immediately notify the Bank by telephone, e-mail, facsimile or written notification. A copy of police report must be submitted to the Bank within seven (7) calendar days from the date the unauthorised transaction(s) is occurred.

7.3 The Bank shall hold the Card Holder liable for:

- (a) Card-present unauthorised transactions which require PIN verification, where it has been proven that the Card Holder has:
 - (i) acted fraudulently;
 - (ii) delayed in notifying the Bank as soon as reasonably practicable after discovering the loss or unauthorised use of the Card;
 - (iii) voluntarily disclosed the PIN to another person; or
 - (iv) recorded the PIN on the Card, or on anything kept in close proximity with the Card, and could be lost or stolen with the Card.
- (b) Card-present unauthorised transactions which require signature verification or the use of a contactless Card, where it has been proven that the Card Holder has:
 - (i) acted fraudulently;
 - (ii) delayed in notifying the Bank as soon as reasonably practicable after discovering the loss or unauthorised use of the Card;
 - (iii) left the Card or an item containing the Card unattended, in places visible and accessible to others, except at the Card Holder's place of residence. Card Holders are expected to exercise due care in safeguarding the Card even at Card Holder's place of residence; or
 - (iv) voluntarily allowed another person to use the Card.
- (c) e-banking transactions, where it has been proven that the Card Holder has:
 - (i) acted fraudulently;
 - (ii) deliberately disclosing 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 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 Card Holder becoming aware of the breach or loss respectively.

- (d) direct debit or a Card-Not-Present Transaction, where it has been proven that the Card Holder has:
- (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 Card Holder becoming aware of the unauthorised transaction.
- 7.4 The Card Holder shall immediately inform the Bank if the Card Holder is aware of any unauthorised/suspicious transactions. The Bank can be contacted for the purpose via Contact Centre at 03-8230 2222.
- 7.5 The Card Holder shall advise the beneficiary of the transfer on his/her own as the Bank will not do so. All transactions arising from the use of the Card to operate a designated joint account shall be binding on all the account holders jointly and severally. The Card Holder shall not hold the Bank liable in any way for any loss, damage or injury arising from the use of the Card howsoever caused by any mechanical defect in or malfunction of the ATM or the Card not being honored or otherwise.
- 7.6 The Card Holder shall be liable for all Cash Withdrawals transacted through the ATM.
- 7.7 The Card Holder agrees and undertakes to pay all such charges as the Bank may in its absolute discretion impose from time to time in respect of the issuance / replacement / annual card fee and for transactions performed by the Card Holder with the use of the Card.
- 7.8 The Bank may, at the request of the Card Holder, replace the lost or stolen Card upon payment replacement penalty of RM12.00.
- 7.9 All replacement and renewals of the Card shall be subject to the terms and conditions which are in force at the date of replacement or renewal.
- 7.10 The Card Holder shall cut the Card across the magnetic stripe and chip and return the Card immediately upon cancellation, revocation or suspension (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.
- 7.11 The Bank's record of any transaction effected by the use of the Card shall be conclusive and binding against the Card Holder.
- 7.12 All disputed transactions will be investigated, and the outcome will be communicated to the Card Holder in due course. Request for immediate refund is, however, subject to the Bank's discretion.
- 7.13 The Card Holder shall be liable for all transactions charged to the Card Holder.
- 7.14 Card Holder is not allowed to use his/her Card for any unlawful activities such as illegal online betting. The Bank may at its sole and absolute discretion at any point of time with adequate prior notice can decide not to renew, cancel, revoke, recall the Card or suspend or restrict the use of Card by the Card Holder if the Card Holder is found to have used the Card for unlawful activities.
- 7.15 All payments for purchases of goods or services effected by the use of the Card, annual fees and other charges shall be debited to the Card Account and reflected in the Statement or updated over the counter for passbook-based Savings Account/Saving Account-i.
- 7.16 The records and entries of Card Account appearing in the Statement shall be deemed to be correct and binding on the Card Holder unless notification by telephone, email or written notification accompanied with a police report received by the Bank within fourteen (14) days from the date of the Statement.
- 7.17 The Bank shall make any adjustment and rectification of the Card Holder's Account (if any) upon receipt of the Card Holder's notification.
- 7.18 For pre-authorized transactions e.g. petrol and hotel accommodation, the amount authorised will be deducted from Card Holder's Card Account and adjusted subsequently upon settlement of the actual amount used.
- (a) For petrol transaction at automated fuel dispenser, RM200.00 pre-authorisation amount will be charged to the Card Account when Card Holder make payment using the Card. The Bank will only post the exact amount of transaction and release any extra hold amount from Card Holder's CASA/-i within three (3) working days after the transaction date.

- (b) For hotel transaction, pre-authorization amount (depends on the duration of stay) will be charged during check-in to the hotel. The pre-authorization amount will be deducted from Card Holder's CASA-i and adjusted subsequently upon settlement of the actual amount used or not later than thirty (30) days from the transaction date, whichever is earlier.

- 7.19 In the event that there is insufficient available balance in the Account to pay for any transaction or other amount payable from the Account, including any fees, charges or other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Card Holder with the Bank, to the Account.
- 7.20 Notwithstanding anything herein to the contrary, in the event that there is insufficient available balance in the Card Account to pay for any transaction or any other amount payable from the Card Account including any fees, charges or 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 other mistake or error, the Card Holder agrees that the Bank has the absolute right to make the necessary adjustment or rectification and to debit the Card Account accordingly and the Card Holder hereby irrevocably and unconditionally agrees to pay any amount debited to the Card Account.
- 7.21 The Bank may cancel, suspend, recall or decline to reissue, renew, or replace the Card by giving prior notice to the Card Holder and stating the reason. However, in exceptional circumstances (such as suspected fraud, misuse, or legal requirements), the Bank may do so without prior notice but will notify the Card Holder as soon as reasonably practicable.

Upon cancellation or suspension or recall the Card Holder must immediately cease using the Card and return it to the Bank. The Card Holder may terminate this Agreement at any time by giving written notice or by closing the account with the Bank and must return the Card to the Bank. Upon cancellation or suspension or recall the Card Holder must immediately cease using the Card and return it to the Bank. The Card Holder may terminate this Agreement at any time by giving written notice or by closing the account with the Bank and must return the Card to the Bank.

- 7.22 In the event of any mistake or error or for any other reason where an adjustment, reversal or cancellation need to be made to the transaction in the passbook/ Card Account or to debit the Card Account to reflect the correct amount, the Bank shall be entitled to make any adjustment/ reversal/ cancellation accordingly and the Card Holder hereby irrevocably and unconditionally agrees to pay any amount debited to the Card Account. Any entries in the passbook and/or statement of Account so rectified shall be binding on the Card Holder.
- 7.23
 - (a) Wherever applicable, the Card Holder shall comply with the Foreign Exchange Notice issued by Bank Negara Malaysia (BNM) in respect of any transactions, including overseas transactions, as made available in BNM's website.
 - (b) The Card Holder authorizes the Bank to take any steps to comply with the relevant and prevailing Foreign Exchange Notice and rules issued by Bank Negara Malaysia from time to time in respect of any Card transactions. Where applicable, the Card Holder shall comply with the prevailing Foreign Exchange Notice issued by Bank Negara Malaysia and use the Card within the limits and provisions imposed by Bank Negara Malaysia as the 'Exchange Control Authority'.
 - (c) The Card Holder shall be responsible for complying with such regulations and limits, and amendments thereto and the Card Holder shall indemnify and hold the Bank harmless from and against all claims, liabilities and damages arising from the Card Holders' failure to so comply.
 - (d) The Card Holder shall be responsible for any violation or non-compliance of such regulations and any amendment thereto.

- 7.24 Card linked to an AFFIN ISLAMIC Savings Account-i or Current Account-i shall only use the Card for Shariah compliant purposes. The Card Holder is solely responsible for the use of the Card at non-Shariah compliant merchants.

8.0 FEES & CHARGES

- 8.1 The Card Holder hereby irrevocably and unconditionally agrees to pay and authorize the Bank to debit his/her Card Account with the following fees and charges:

Annual Fee	<ul style="list-style-type: none"> • First year : WAIVED. • Subsequent year: <ul style="list-style-type: none"> – Basic Saving Account/-i and Basic Current Account/-i under Option 2* : No Annual Fee – Other Saving and Current Account/-i : RM12.00 p.a. – AFFIN Selangor/Kinabalu/Kenyaling Visa Debit Card : Lifetime Waiver of Annual Debit Card Fees <p>* <i>Unlimited ATM and Over-the-Counter (OTC) withdrawals</i></p>								
Replacement Card	<ul style="list-style-type: none"> • Due to lost/stolen card, loss of PIN or card damaged by Customer : RM12.00 • Due to faulty card returned on technical defects or recalled by the Bank for replacement : Exempted • Due to fraud transaction or card information : Exempted 								
Withdrawal Fee via other Banks ATM/MEPS	<ul style="list-style-type: none"> • Local MEPS member bank ATM including Kuwait Finance House and Al-Rajhi Bank. : RM1.00 per withdrawal • Local Foreign Bank ATMs (Citibank, Standard Chartered, UOB, HSBC & OCBC) via MEPS network : RM1.00 per withdrawal • At Cross Border MEPS member bank (Indonesia, Singapore, China & Thailand) : RM12.00 per withdrawal • Via Mastercard/Visa network : RM12.00 per withdrawal • AFFIN Selangor/Kinabalu/Kenyaling Visa Debit Card <table border="1" data-bbox="352 898 1150 1059"> <thead> <tr> <th>Monthly Minimum Balance</th> <th>No. of free monthly MEPS withdrawal</th> </tr> </thead> <tbody> <tr> <td>RM1,000 and below</td> <td>2</td> </tr> <tr> <td>>RM1,000 to RM3,000</td> <td>3</td> </tr> <tr> <td>RM 3,000 and above</td> <td>4</td> </tr> </tbody> </table>	Monthly Minimum Balance	No. of free monthly MEPS withdrawal	RM1,000 and below	2	>RM1,000 to RM3,000	3	RM 3,000 and above	4
Monthly Minimum Balance	No. of free monthly MEPS withdrawal								
RM1,000 and below	2								
>RM1,000 to RM3,000	3								
RM 3,000 and above	4								
MEPS Instant Transfer (IBFT) via ATM	<ul style="list-style-type: none"> • RM0.01 – RM5,000 : Fee waiver • RM5,000.01 – RM50,000 : RM0.50 per transaction 								
Other Fees	<ul style="list-style-type: none"> Interbank GIRO via ATM : RM0.10 per transaction Copy of Sales Draft : RM 10.00 per copy 								
Overseas Transaction Conversion Fee	Where the Cardmember uses the Card outside Malaysia, the transaction incurred will be converted to Ringgit Malaysia where the exchange rate is determined by Mastercard/Visa at the date it is processed by Mastercard/Visa plus up to 1% foreign exchange spread.								

8.2 Any other reasonable fees and charges imposed by the Bank from time to time for services and facilities rendered to the Card Holder by giving the Card Holder twenty-one (21) calendar days prior notice before the effective date of the implementation.

8.3 The Bank may introduce or revise service charges, and determine the applicable rates for services rendered, costs and expenses incurred, by giving the Card Holder at least twenty-one (21) calendar days' prior written notice before the effective date of the new or revised charges or rates.

In exceptional circumstances, where immediate changes are necessary for legal, regulatory, or security reasons, the Bank may vary the charges or rates without prior notice but will notify the Card Holder as soon as reasonably practicable.

8.4 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 Card Holder to the Bank under his/her Card Account.

8.5 The Bank may revise the rates or methods of calculating the annual fees, handling charges, additional charges, and finance charges by giving the Card Holder at least twenty-one (21) calendar days' prior written notice before the effective date.

9.0 DISPUTES

- 9.1 For the avoidance of doubt, any claims and/or disputes the Card Holder may have against any financial institutions, Authorised Cash Outlet or Authorised Merchant shall not relieve the Card Holder of his/her obligations and liabilities in respect of the affected transactions. Further, the Card Holder shall undertake not to involve the Bank in any such claim and/or disputes or legal proceedings against the said financial institutions, Authorised Cash Outlet or Authorised Merchant.
- 9.2 Any complaints about goods or services purchased with the Card must be resolved directly by the Card Holder with the Authorised Merchant or Authorised Cash Outlet concerned.
- 9.3 The Card Holder must contact and update the Merchant directly on any cancellation of the Card in respect to any recurring billing or standing instruction agreed between the merchant and the Card Holder. The Card Holder agrees that any claim or dispute relating to the recurring billing or standing instruction must be forwarded directly to the merchant, and the Bank will not be responsible in any way for such matters.
- 9.4 The Bank will not entertain any request from the Card Holder to hold, stop or suspend any Transaction billings, settlements or payments related to any complaints, claims or disputes by the Card Holder against any Authorised Merchant or Authorised Cash Outlet.
- 9.5 The Card Holder shall notify the Bank of any error in the Card Holder's Statement of Account or possible unauthorised transaction(s) in relation to the Card within fourteen (14) days from date of the Statement.
- 9.6 The Card Holder shall make such notification immediately upon receipt of the Bank's letter or Account Statement directly to lodge a report by completing the Card Holder complaint form at any of the nearest Branch or e-mail to yourvoice@affinbank.com.my or call:
- (a) Contact Centre at 03-8230 2222

10.0 EXCLUSION OF LIABILITY

- 10.1 The Bank shall not be liable for damage suffered or loss incurred due to the Card Holder's negligence.
- 10.2 The Bank shall not be liable for any loss or damage caused to the Card Holder arising from the act or omission of any Authorised Merchant of Mastercard.
- 10.3 The Card Holder may handle any claim or dispute directly with the merchant or Mastercard.
- 10.4 The Bank shall not be liable if any merchant varies the price for same goods and services purchased with the Card.
- 10.5 The Bank shall not be liable if any financial institution or merchant refuses to accept or honor the Card.
- 10.6 The Bank shall not be liable or disputes in respect of any goods and/or services purchased with the Card.

11.0 RIGHTS OF PARTIES

- 11.1 The Bank shall have the right at its absolute discretion:
- (b) to restrict or limit the Card Holder's daily spending limit or refuse and otherwise withhold the Card Account (in its absolute discretion and without giving notice or reason).
- (c) to refuse to reissue, renew and replace the Card with prior notice if the Card Holder is found to have used the Card for unlawful activities or Card Holder's Card Account is not or has not been operated satisfactorily.
- (d) to check the Card Account of an applicant for the Card and Card Holder at any time as and when the Bank deems fit with prior notice to the Card Holder.

12.0 OVERSEAS TRANSACTION AND CARD-NOT-PRESENT (CNP) TRANSACTION

- 12.1 The Card Holder shall not be allowed to perform any overseas transactions and/or Card- Not- Present Transactions unless he/she notify the Bank in advance of his/her intentions to use the Card for overseas transactions. The Card Holder is required to activate the Card prior to his/her visit or departure by visiting our nearest Branch, failing which, the said overseas transactions and/or Card-Not-Present Transaction will be rejected.
- 12.2 The Card Holder may use the Card to perform transaction(s) outside Malaysia where there are Authorised Merchant and/or Authorised Cash Outlet via Mastercard and/or Cirrus network.

- 12.3 The Card Holder may use the Card for Cash Withdrawals through designated ATMs with Mastercard or Cirrus logo and shall ensure that all inter-country transactions by the Card Holder via ATMs shall not violate the laws existing in the country where the transaction is done.
- 12.4 Where the Card Holder uses the Card outside Malaysia, the transaction incurred will be converted to Ringgit Malaysia where the exchange rate is determined by Mastercard at the date it is processed by Mastercard plus 1% foreign exchange spread (previously known as administration cost).
- 12.5 In the event the PIN is not supported or executable for overseas transaction, the Card Holder's signature is required by the Authorised Merchant at the attended electronic POS terminal.

13.0 TERMINATION

- 13.1 The Bank may terminate the Agreement comprised in this Terms and Conditions by notifying in writing to that effect at any time.
- 13.2 The Card Holder may terminate the Agreement comprised in this Terms and Conditions by notifying the Bank in writing, cutting the card in half through the magnetic strip and chip and returning the Card to the Bank.
- 13.3 Such termination shall be effective, subject to the provision of the following paragraph of these clauses, upon receipt by the other party of such notice:
- (a) The Card Holder fails to perform and/or observe any of this Terms and Conditions governing the use of the Card; or
 - (b) The Bank with adequate prior notice suspends, terminates, withdraws or recall the Card Holder's right to use the Card upon occurrence of any of the following:
 - (i) The Card Holder dies or becomes insolvent, commits an act of bankruptcy or in the case of the Card Holder being a company, a petition is presented for its winding up or a resolution is passed for its voluntary winding up;
 - (ii) The Card Holder fails to pay any other indebtedness owed to the Bank when due;
 - (iii) If in the opinion of the Bank, the Card Holder's Card Account with the Bank (including any other account the Card Holder may have with the Bank or any other institution) is not or has not been operated satisfactorily and/or if the Card Holder commits or threatens to commit a default of any provision of any agreement, or security relating to other accounts or financing facilities granted by the Bank or any other institution to the Card Holder or other party in which the Card Holder is a guarantor, or chargor or assignor;
 - (iv) Any order for execution, writ of attachment, garnishment or any other legal proceeding is issued against the Card Holder;
 - (v) An event has occurred, or a situation exists which could or might in the sole and absolute opinion of the Bank:
 - (aa) prejudice the ability of the Card Holder to perform his/her obligations herein; or
 - (bb) prejudice the repayment of any amount due to the Bank.
 - (c) The Card Holder cancels the Card.
- 13.4 The Agreement comprised in this Terms and Conditions shall be deemed to remain in full force and effect if and when in so far as any transaction is completed but not debited to the account prior to termination thereof.
- 13.5 Termination of the Agreement comprised in this Terms and Conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.
- 13.6 The Bank's rights and remedies against the Card Holder shall survive such termination.
- 13.7 Upon termination, the Bank shall be entitled to take legal action against the Card Holder to recover any amount owing by the Card Holder under this Agreement, including any fees, charges or other payments due to the Bank and the Card Holder shall be liable to pay for the costs incurred by the bank (including legal fees on solicitor and client basis).

13.8 The parties hereto agree that service of any legal process, including summons, shall be served to the other party by hand or sent by prepaid post to the other party's address as stated in the Bank's card application form or to such other address notified by the Card Holder to the Bank from time to time and such service shall be deemed to have been duly received by the Card Holder three (3) days after posting.

13.9 Upon termination, the Bank may also cancel the Card Account if it deems necessary to do so and such discretion shall not be challenged by the Card Holder.

14.0 MISCELLANEOUS

14.1 LAW

This Agreement shall be governed by and construed in accordance with the Laws of Malaysia. The Card Holder hereby agrees to submit to the jurisdiction of the Courts of Laws in Malaysia. The Card Holder hereby agrees that service of any process may be affected by posting the same to the Card Holder in the manner set out in clause 14.8.

14.2 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 rights and remedies herein provided are cumulative and not exclusive of any right or remedy provided by law.

14.3 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.

14.4 VARIATION OF AGREEMENT

The Card Holder agrees that the Bank may from time to time vary, add to or amend the terms and conditions herein set out by giving out twenty-one (21) calendar days prior written notice to the Card Holder. In the event the Card Holder is not agreeable to such variation, addition and/or amendment, the Card Holder surrenders the Card and return the same to the Bank cut in half across the magnetic stripe and chip. Otherwise, the Card Holder shall be deemed to have accepted such variation, addition and/or amendment.

14.5 DISCLOSURE

The Card Holder hereby authorizes the Bank to disclose or reveal any information relating to the Card Holder's Account, Card Holder, the facilities whatsoever as required by law or any regulatory authority or as the Bank may deem fit for the performance of the contract:

- (a) To any merchant, any bank or financial institution, Mastercard and any member institution of Mastercard or any interested party to facilitate the use of the Card.
- (b) To any authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over the Bank.
- (c) For or in connection with any action or proceeding taken for the purpose of recovery of monies due and payable by the Card Holder to the Bank.
- (d) For the purpose of performing a contract or transaction or as required by law.

14.6 NOTICE AND COMMUNICATION TO THE BANK

- (a) The Card Holder hereby undertakes to inform the Bank promptly in writing of any changes of the Card Holder's, Card Holder's personal details, residential address, telephone numbers and/or employment and business.

- (b) Any statement of Account correspondence or notice to the Card Holder may be delivered by hand or sent by prepaid post to the Card Holder's address stated in the Bank's Card application form or to such other addresses notified by the Card Holder to the Bank from time to time and shall be deemed to have been duly received by the Card Holder within seven (7) working days of posting. Any failure on the part of the Card Holder to notify any change of his/her address resulting delay or return of any statement, correspondence and notice shall not prejudice the Bank's rights and entitlement under this Agreement.
- (c) The last known address and contact number of the Card Holder shall be the correct address and contact number of the Card Holder in the absence of any acknowledged change of address and contact number by the Bank. Burden is on the Card Holder to prove that the Bank has acknowledged and effected the changes, if any.

14.7 FURTHER DOCUMENTS

The Card Holder undertakes to sign such further documents as may be requested by the Bank from time to time and the Card Holder hereby expressly covenants and agrees that at the election of the Bank such further documents may be deemed to take effect retrospectively.

14.8 SERVICE OF NOTICE

The parties hereby agree that the service of any arising out of the same by post to the Card Holder's last known address stated in the Bank's application form or to such other address notified by the Card Holder to the Bank from time to time shall be deemed to have been served at the time of posting of the Notice.

14.9 CERTIFICATE OF INDEBTEDNESS

A certificate of indebtedness issued by the Bank shall be final and conclusive evidence in the Court of Law of the Bank's Card Holder's total outstanding sum due and payable by the Card Holder to the Bank.

14.10 SEVERABILITY

The invalidity or unenforceability of any of the provisions herein 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 herein contained which terms or provisions shall remain in full force and effect.

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

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

14.12 PRIVACY NOTICE

- (a) The Card Holder hereby confirm that he has read, understood and agreed to be bound by the Privacy Notice of the Bank and the clauses herein, as may relate to the processing of his/her personal information. For the avoidance of doubt, the Card Holder agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- (b) The Card Holder confirm and agree to the terms of the Privacy Clause on the Bank's website.
- (c) In the event the Card Holder 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 Card Holder'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 Card Holder:
 - (i) confirm that he 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.

- (d) Where the Card Holder 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 Card Holder's behalf, the Card Holder hereby agree to the above said disclosures on his/her own behalf and others involved in the said cross-border transaction.
- (e) Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to the Bank (whether in or outside Malaysia), the Card Holder hereby agree that the Bank and other companies in the AFFIN Bank Group may contact the Card Holder about products, services and offers, which may be of interest to the Card Holder or benefit them financially. However, the Card Holder may opt-out of such direct marketing by calling the contact number below or write into the address. With regards to merchants, strategic partners, agents and professional advisors not part of the AFFIN Bank Group, the Bank will not make any direct marketing efforts unless consent has been obtained from the Card Holder.
- (f) The Bank may communicate with the Card Holder through various channels, including telephone, computer or mail using the contact information provided by the Card Holder.
- (g) The Card Holder may inform the Bank at any time to opt-out if he does not wish to receive marketing communications from the Bank, other members of the AFFIN Bank Group and/or our merchants and strategic partners by visiting nearest AFFIN BANK or AFFIN ISLAMIC branch.
- (h) The Card Holder hereby acknowledges that certain communications such as statements of Account 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 Card Holders Account(s) and/or facility(ies) with the Bank, and/or additional costs to the Bank.
 - (i) The Bank may use a credit reference agency to help make decisions, for example when there is a need to:
 - (ii) check details on applications for credit and credit-related or other facilities;
 - (iii) manage credit and credit-related accounts or facilities, including conducting reviews of the Card Holder's portfolio(s); and/or
 - (iv) recover debts.
 - (i) The Card Holder will be linked by credit reference agencies to any other names which he may use or have used, and any joint and several applicants. The Bank may also share information about the Card Holder and how his/her managers manage his/her account(s)/facility (ies) with relevant credit reference agencies.
 - (j) The Card Holder will not hold the Bank liable for the Bank's reliance on any credit checking which the Bank may subscribe to. The Card Holder is obliged to update the credit reporting agencies if there are any changes in their credit status as stated in the credit reports. The Card Holder agrees that the Bank will not be responsible if their credit reports are published without any negligence on the Bank's part.

14.13 OTHER TERMS AND CONDITIONS

The Terms and Conditions herein stated shall be in addition to and not in derogation of any specific agreement or arrangement with regard to each of the facility under the Card facilities now or hereafter from time to time subsisting between the Bank and the Card Holder or any terms and conditions that may be specified in any letter of offer given by the Bank to the Card Holder from time to time.

In line with the Bank's commitment to upgrade Card Holder 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 Card Holder. Card Holder 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 supersede all previous terms and conditions made between the Bank and Card Holder under this Agreement.

CASA-i is protected by PIDM up to RM250,000 for each depositor. AFFIN BANK and AFFIN ISLAMIC are members of PIDM.

Note: Notwithstanding the aforementioned where request is made by you for the Bahasa Malaysia version, the Bank shall provide you with the Bahasa Malaysia version accordingly.

AFFIN BANK BERHAD & AFFIN ISLAMIC BANK BERHAD

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