

## Maybank Prepaid Cards Agreement-Terms and Conditions

The issuance of the Maybankard MasterCard/Visa Prepaid Cards (hereinafter referred to as "the Prepaid Card") by Malayan Banking Berhad (hereinafter referred to as "Maybank") to the Cardmember and the use of the Prepaid Card by the Cardmember shall be subject to the following terms and conditions made known to the Cardmember at the time of application, registration for and/or at the time of delivery of the Prepaid Card. These terms and conditions shall be binding on the Cardmember immediately upon acknowledgement of the receipt and/or use of the Prepaid Card.

### 1 DEFINITION

1.1 In this Agreement, unless there is something in the subject or context inconsistent with such expression or unless it is otherwise expressly provided:

- a) the term "the Cardmember" shall mean the person to whom the Prepaid Card is issued and registered and whose signature appears thereon as an authorized user to use the Card as provided for in this Agreement
- b) the term "Prepaid Card Account" shall mean the Account of the Cardmember opened with Maybank for the purpose of this Agreement;
- c) the term "Authorized 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 Prepaid Card when properly presented;
- d) the term "Sales Drafts" shall mean the relevant payment slips, forms or papers supplied by Maybank to the Authorized Merchant for the purpose of recording, confirming and evidencing purchases or services incurred by the Cardmember through the use of the Prepaid Card to be charged to the Prepaid Card Account;
- e) the term "designated Automated-Teller-Machines (ATM)" shall mean computerized machines administering cash dispensing and other banking services and facilities designated for the use of the Cardmembers;
- f) the term "Magnetic Stripe Reading Terminal" shall mean a point-of-transaction terminal which is capable of reading the magnetic stripe on a Prepaid Card;
- g) the term "Business Day" shall mean any day on which Maybank is open for business;
- h) words in the singular include the plural and words in the plural include the singular. Words in the masculine gender include feminine and neuter genders.
- i) Bank means Malayan Banking Berhad (3813-k), Bank's website means [www.maybank2u.com.my](http://www.maybank2u.com.my), Business means any undertaking that is carried on for gain or reward or profit and in the course of which Consumer Goods or services are acquired and thereafter supplied at a higher price or for profit (including but not limited to holding oneself as an agent, peddler, distributor, sub-distributor, reseller, wholesaler for the purpose of acquiring or using the Consumer Goods or services, including but not limited to Telco, Celco Prepaid or Postpaid Airtime, primarily for resupplying them in trade to gain profit).
- j) Card means such MasterCard®/VISA Prepaid Card issued by the Bank and includes co-branded MasterCard®/VISA prepaid card which has been issued in affiliation or association with any third party or under any product or select name or reference.
- k) Card Account refers to the Cardmember's MasterCard®/VISA Prepaid Card account to which all payments for purchases of goods and services and Cash Withdrawal effected by the use of the Card by the Cardmember and all annual fees and/or any other fees are debited.
- l) Cash Withdrawal means a Transaction to withdraw cash by the Cardmember at any ATM (with CIRRUS/PLUS network) or in the Bank's branch subject to the following withdrawal limit and the available Stored Value:
  - m) i) ATM daily withdrawal
    - Minimum RM 10.00
    - Maximum RM 5,000.00/ RM1,000 per transaction
    - Per withdrawal Subject to respective Bank's ATM withdrawal limit.
  - n) Consumer Goods means goods which are primarily purchased, or consumed for personal, domestic and household purpose, use or consumption, but does not include negotiable instruments, shares, debentures or money.
  - o) PIN means the Personal Identification Number provided to Cardmembers for use in conjunction with the Card.
  - p) Starter Pack means the package containing the following:-
    - Card;
    - Registration/application form;
    - this Agreement; and
    - any other documents or materials as may be provided by the Bank as the Bank deems fit.
  - q) Online/E- Statement means the statement setting out the Transactions history accessible by the Cardmember from the Bank's website upon the terms and conditions set out in Clause 15 hereof.
  - r) Starter Pack Fee means the one time fee of Ringgit Malaysia Twenty Five (RM20.00) only or such other amount as may be specified by the Bank from time to time, charged by the Bank and payable by the Cardmember to the Bank upon issuance of the Card.
  - s) Statement means the statement containing all Transactions posted to the Cardmembers' Card Account with the Bank.

- t) Stored Value means any amount remaining in the Card Account that is available for Transactions using the Card.
- u) Stored Value Currency means currency in Ringgit Malaysia.
- v) Top Up means the adding of monetary value to the Card Account.
- w) Transaction means all the transactions debited to the Card or made using the Card including those for the purchase of Consumer Goods or the obtaining of services or Cash Withdrawal, transactions initiated via an ATM that accepts the Card, teller's terminal, telephone, or remote (internal or email) purchases and payments credited to the Card.
- x) Headings and table of contents are for ease of reference only.

## 2 ACCEPTANCE OF PREPAID CARD

2.1 By issuing the Card to the Cardmember, the Bank agrees, subject to successful registration of the Card, to make available the facilities of the Card to the Cardmember subject to these Terms and Conditions. On receipt of the Card, the Cardmember shall immediately sign at the relevant signature panel on the Card and register the Cardmember's use of the Card with the Bank by completing the application form and sending the same to the Bank via facsimile or mail or by any other mode prescribed and accepted by the Bank. Once the application form is received and the Cardmember's identification is verified, the Bank will activate the Card. Alternatively, any Cardmember who is a Malaysian MyKad holder may walk in to selected branches for immediate Card activation. Upon registration or use of the Card, the Cardmember agrees to be fully bound by these Terms and Conditions. A Cardmember must be above the age of 18 upon application and/or registration of the Card.

2.2 The acceptance for registration of the Card shall be solely at the discretion of the Bank. The Cardmember acknowledges and agrees that the Bank may refuse to accept the registration of the Card without being under any obligation to inform the Cardmember of its reason for such refusal. \*For Limkokwing Smart Card program registration process will be conducted only at Limkokwing University

2.3 Without prejudice to the Bank's rights in Clause 2.2 above, the Bank reserves the right not to accept the registration of the Card if bankruptcy proceedings have been instituted against the Cardmember or the Cardmember is currently an undischarged bankrupt.

2.4 The Cardmember undertakes not to disclose the Personal Identification Number (PIN) allocated by Maybank to him/her upon the issuance of the Prepaid Card to any person without the consent of Maybank, failing which the Cardmember shall be liable to Maybank for any debit entry in his/her Prepaid Card Account with Maybank arising from any unauthorized transaction. In addition, Maybank shall not be responsible in any manner whatsoever for any unauthorized transaction that the Cardmember may be held liable as a result of such disclosure. In the event that the Cardmember does not wish to be bound by these terms and conditions, the Cardmember shall immediately return the Prepaid Card to Maybank cut in halves.

## 3 COVENANTS BY CARDMEMBER

3.1 The Cardmember covenants with the Bank are as follows:

- a) That only the Cardmember who has been successfully registered by the Bank shall be entitled to use the Card with Merchants;
- b) At all times to exercise all possible care to ensure the safety of the Card and the confidentiality of the PIN;
- c) To notify the Bank promptly in writing of any change to the particulars of the Cardmember given to the Bank during card application/registration and to further provide the Bank with any other details as the Bank may request from time to time;
- d) Generally to comply with all other conditions for the use of the Card as may from time to time be imposed by the Bank;
- e) To use the Card solely for the purpose of purchasing Consumer Goods and not to use the Card for any Business purpose, and/or unlawful activities including but not limited to illegal online banking, betting or gambling;
- f) To ensure that the total Stored Value shall at all times not exceed RM10,000 or any amount as may be determined by the Bank; and
- g) To ensure that the Transactions to be effected using the Card(s) and monies or funds to be used for "Topup"/ reload of the Card(s) are neither obtained from any unlawful source nor relate to any unlawful activities as specified under FINANCIAL SERVICES ACT 2013 ("FSA") & ANTI-MONEY LAUNDERING AND ANTI- TERRORISM FINANCING ACT 2001 ("AMLA")
- h) The use of the card shall be subject to all provisions of FSA, AMLA and all regulations and directives made thereunder by Bank Negara Malaysia. The Bank may at its own discretions to delay, block or refuse to make a Transaction if the Bank believes on reasonable grounds that making the Transaction may breach any of the laws of Malaysia or any other country and the Bank will incur no liability to the Cardmember if the Bank does so. The Cardmember agrees to release the Bank from all liability and to indemnify and hold the Bank harmless from any loss or damage that the Cardmember may suffer as a consequence.
- i) The Cardmember acknowledges that the Bank may have to act promptly and on limited information if there is a suspicious of fraud, money laundering or other illegal activity.

## 4 MANNER OF USE

4.1 a) To effect a purchase using the Prepaid Card from any Authorized Merchant, the Cardmember must sign on a Sales Draft prepared by the Authorised Merchant with the use of the Prepaid Card, but the signature shall not be a condition precedent to the liability of the Cardmember in respect of the purchase transaction;

b) To effect a cash withdrawal using the Prepaid Card from any Authorized Cash Outlet, the Cardmember shall sign on a Cash Withdrawal Draft prepared by the Authorized Cash Outlet with the use of the Prepaid Card, but the signature shall not be a condition precedent to the liability of

the Cardmember in respect of any Cash Withdrawal transactions) To effect a cash withdrawal through ATM, the Cardmember shall use the Personal Identification Number (PIN) to gain access to his/her Prepaid Card Account.

4.2. Maybank shall purchase from the Authorized Merchant and/or Authorized Cash Outlet all Sales Drafts and Cash Withdrawal Drafts incurred through the use of the Prepaid Card and is hereby expressly authorized to debit the Cardmember's Prepaid Card Account accordingly. Notwithstanding the provisions set out in Clause 4.1 above, the Cardmember hereby expressly authorizes Maybank to charge his/her Prepaid Card Account with any payments made to the Authorized Merchant or Authorized Cash Outlet evidenced by Sales Drafts or Cash Withdrawal Drafts which had not been signed by the Cardmember, if Maybank is of the view, upon satisfactory documentary evidence, that the omission is due to an oversight on the part of the Cardmember and/or the Authorized Merchant or Authorized Cash Outlet or if the Authorized Merchant has undercharged the Cardmember.

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

4.4 a) Maybank shall be entitled to treat its record of transaction effected by the use of the Prepaid Card including but not limited to transaction effected via mail order or telephone as evidence of a debt properly incurred by the Cardmember to be debited to the account of the Cardmember) the Cardmember agrees that the record of Maybank of any transaction effected by the use of the Prepaid Card shall be conclusive and binding on the Cardmember for all purposes; and

c) the Cardmember shall be liable for all charges and advances whatsoever arising from all transactions, whether authorized or unauthorized, effected with the Prepaid Card.

4.5 Notwithstanding Clause 4.1 above, a purchase may also be effected by providing the Authorized Merchant the Prepaid Card Number together with such other particulars as may be recorded on the Prepaid Card and without the requirement of the Cardmember's signature as in the case of purchases made through Electronic Commerce, Mail Order, Telephone Order and at specific Point of Sale Terminals including but not limited to transactions at petrol kiosks and/or through such other modes that may be introduced/implemented by Maybank as and when Maybank may in its absolute discretion from time to time.

4.6 Notwithstanding any other provisions to the contrary herein set out, Maybank may at its sole and absolute discretion at any point of time with or without notice can decide not to renew, cancel, revoke the Prepaid Card or suspend or restrict the use of Prepaid Card by the Cardmember upon the occurrence of any one of the following events:-

- a) Use the Prepaid Card as payment for any illegal purchases; or
- b) Use the Prepaid Card as payment for any unlawful transaction; or
- c) Use the Prepaid Card to purchase goods and services that will be resold i.e. not for personal use of the Cardmember.

4.7 "PRE-AUTH" for petrol transactions is a procedure where the systems will automatically pre-book an amount between RM 100 to RM 200 depending on the petrol companies. The pre-booked amount will automatically be released no later than T+3 days (Note: T: Transaction date) once the acquiring bank claims for the actual purchase value to the bank. Hotel transaction: Pre Authorization amount will be held during check-in by the Hotel for a maximum of 15 days. For every retail transactions "Sale" under Visa/ MasterCard, the cardmember will be rewarded with 1 TreatsPoints for every RM 3 spent, (\*Manchester United Visa Debit, RM 2 = 1 Treatspoint)

## 5 PREPAID CARD ACCOUNT

5.1 Maybank shall render to the Cardmember a monthly statement of account showing the amount of his/her purchases of goods and/or services, Cash Withdrawals, fees and charges incurred by the Cardmember including any payment or reload made and recorded by Maybank on the monthly statement of account.

5.2 The records and entries in the Cardmember's Prepaid Card Account with Maybank as appearing on the monthly statement of account shall be deemed to be correct and binding on the Cardmember unless written notice to the contrary shall have been given to Maybank within Twenty (20) days from the Statements stated on the statement of account.

## 6 FEES AND CHARGES

6.1 The Cardmember agrees to pay and authorizes Maybank to debit his/her Prepaid Card Account with the following fees and charges:

- Starter Pack RM20 or any other amount as specified by the bank from time to time
- Annual maintenance fee of RM6 p.a
- Online/E-statement is free of charge
- Automated Teller Machines cash withdrawal fee at CIRRUS/PLUS network of RM10 per withdrawal

- \*Card replacement fee of RM20 –for selected co-brand prepaid card only such as Limkokwing Smart Card
- Production or photostating Sales Drafts or other documents at the request or for the purposes of the Cardmember and as follows:
  - I. Original Sales Drafts – RM15.00 per copy
  - II. Photocopy Sales Drafts - RM5.00 per copy
  - III. Hardcopy Statement – RM2.00 per month
  - IV. Hardcopy statement request fee (i.e. for statement exceeding six months) of RM5 per statement request
  - V. A fee of RM20.00 will be charged for replacement of lost or stolen card- applicable to selected cobranded card ie. Limkokwing Smart Card Program
- The aforesaid fees or charges may be varied at any time, and from time to time at the sole and absolute discretion of the Bank with such changes posted to the Bank's website. The Cardmember shall keep track of the current fees or charges imposed by the Bank at Bank's website. The Cardmembers would be notified of any changes to this terms and conditions within 21 calendar days prior to the effective date of implementation.
- Legal fees (on a Solicitor and Client basis) and other expenses incurred by Maybank in the enforcement of Maybank's right and entitlement under this Agreement and the recovery of monies owed by the Cardmember to Maybank under his/her Prepaid Card Account;
- Any other reasonable fees and charges imposed by Maybank for services and facilities rendered to the Cardmember.
- Notwithstanding the above provisions, Maybank may at its absolute discretion vary the rate of such fees and charges by written notice to the Cardmember at least 21 calendar days prior to the effective date of implementation and such amended rate shall take effect from the date specified in the said notice.
- The Prepaid Card shall remain the property of Maybank at all times and the Cardmember shall not transfer or otherwise part with the control or possession of the Prepaid Card for any use or purpose unauthorized by Maybank.

## 7 TERMINATION/WITHDRAWAL/SUSPENSION OF USE OF THE CARD

7.1 All Cards are the property of the Bank who is entitled at any time at its absolute discretion to terminate the use of and withdraw the Card or suspend its use or otherwise refuse any Transactions to be effected on the Card if there is any breach by the Card member of any of the terms and conditions herein contained or in any other circumstances as the Bank may deem fit at its sole and absolute discretion.

7.2 The Cardmember hereby agrees to release the Bank from all liability and to indemnify the Bank and hold it harmless against any claims or demands whatsoever arising directly or indirectly from the withdrawal of, suspension of or refusal to effect any Transactions on the Card including any purported claim for defamation or for any losses whatsoever.

7.3 In addition to the Bank's rights set out in clause 7.1 above, the Bank may any time at its absolute discretion terminate the use of and withdraw the Card upon the happening of the following events or any of them:

- a) the Cardmember is adjudged a bankrupt or is insolvent, dies or becomes insane; or
- b) any of the Cardmember's real or personal property is the subject of a levy of execution, writ of attachment, or other legal encumbrance; or
- c) after a credit check, the Bank deems its position to be insecure; or
- d) the Cardmember uses the Card in excess of the Stored Value; or
- e) the Cardmember fails to comply with any of the provisions set out in this Agreement; or

7.4 Upon the termination and/or withdrawal of the Card all monies owing to the Bank under the Card Account shall become due and immediately payable.

7.5 The Cardmember may terminate this Agreement by returning the Card cut in halves to the Bank. The Bank shall at its sole and absolute discretion to terminate this Agreement at any time with prior notice and without assigning any reason. Termination of this Agreement by the Bank or Cardmember shall not affect the liability of the Cardmember for any monies owing to the Bank up to date of the Bank's receipt of the Cardmember's cut in half Cards or prior to the date of termination.

7.6 Upon cancellation of the Card or upon revocation, suspension, termination or restriction on the use of the Card by the Cardmember, all outstanding monies due under the Card Account and any deficiency in Stored Value shall be deemed as monies owing to the Bank by the Cardmember, and shall become due and payable immediately and the Cardmember shall upon demand by the Bank, settle in full to the Bank, failing which the Bank may proceed to take any action deemed necessary at its sole and absolute discretion to recover the same.

7.7 Upon cancellation of the Card or upon revocation, suspension, termination or restriction on the use of the Card by the Cardmember, the Cardmember may redeem the Stored Value by way of the mode of redemption provided by the Bank. Mode of redemption refer to overt the counter at Maybank branches

## 8 LIABILITY OF CARDMEMBERS / LOST OR STOLEN CARD

8.1 Subject to the provisions of Clause 8 hereof, all Cardmembers shall be fully liable for all Transactions effected through the Card and the PIN, whether with or without the Cardmember's knowledge or authority.

8.2 The Cardmember shall take reasonable precautions to prevent loss or theft of the Card. In the event of any loss or theft of the Card or the disclosure of the PIN to any unauthorized person, the Cardmember shall upon discovery thereof immediately notify Maybank Card Centre by telephone (with confirmation in writing within a reasonable period thereafter), to the Maybank Card Centre in order to mitigate the losses to the Cardmember. The Cardmember shall make a police report for the lost/stolen Card / PIN being disclosed to an unauthorized person and a copy of the same shall be extended to the Maybank Card Centre. The Bank will invalidate the Card and the invalidation will take immediate effect following receipt of notification from the Cardmember.

8.4 The Cardmember shall be and remain liable for all Transactions incurred from the unauthorized usage of the Card if investigations by the Bank and/or the Police reveal that the Cardmember is directly or indirectly involved in the procurement of any merchandise or services from the Merchants effected through the use of the Card.

8.5 If a Card reported lost is subsequently recovered, the Cardmember shall immediately return such Card cut in half, to the Bank. The Bank will not issue a replacement Card following the loss or theft of the Card or the disclosure of the PIN to any unauthorized person and a new Starter Pack will have to be purchased upon the payment of the Starter Pack Fee.

8.6 The Bank must be notified, in writing, immediately of any lost or stolen card and the circumstances thereof, and the Cardmember shall be responsible for any transaction or use of the Card prior to the receipt of such notification by the Bank

## 9 DISCLAIMER OF LIABILITY BY BANK

9.1 The Bank shall not be liable for any loss or damage caused to the Cardmember arising from any act or omission on the part of the Merchant including refusal by the Merchant to honour the Card or any defect or deficiency in any Consumer Goods or services provided by the Merchant. The Cardmember shall resolve all complaints, claims and disputes against the Merchant directly and not through the Bank. The Cardmember undertakes not to enjoin the Bank in any such claim and/or dispute or legal proceedings against the Merchant. The Bank shall not be liable for any payment remitted to the Merchant notwithstanding any claim and/or dispute that the Cardmember may have against the Merchant. In any event when there is a dispute to any Transaction, the amount deducted for payment towards such disputed Transaction shall not be refunded unless the Cardmember is absolved by the Bank after due investigation from any liability whatsoever in relation to such disputed Transaction. Any monies to be refunded shall be credited to the Card Account.

9.2 The Cardmember shall absolve and exempt the Bank from all liability whatsoever if the Card is not accepted by any Merchant. The Bank further disclaims and the Cardmember releases the Bank from all liability whatsoever for any failure by the Bank to perform any obligations under these Terms and Conditions howsoever occurring even if such failure is within the Bank's control.

## 10 CASH WITHDRAWAL

Where applicable, cash may be obtained by the Cardmember from any licensee of MasterCard® International Incorporated/VISA through the use of the Card at designated locations and/or ATMs in and outside Malaysia and only upon there being sufficient available funds in the Card Account. Any cash withdrawal by the Cardmember shall be directly debited to the Card Account.

## 11 FOREIGN CHARGES & CURRENCY

All Transactions effected on the Card shall be denominated in the Stored Value Currency. Any Transactions incurred otherwise than in the Stored Value Currency shall be converted into the Stored Value Currency at the then prevailing exchange rates as may be conclusively determined by MasterCard or VISA, as the case may be, as at the date of entry into the Card Account.

## 12 CREDITS FROM MERCHANTS

Subject to receipt of a properly issued credit slip and verification by the Bank, the Bank may credit any refunds made by Merchants in favour of the Cardmember as Stored Value into the Card. If available, copies of the properly issued credit slips will be provided to the Cardmember upon request and at the Cardmember's cost.

## 13 TOPPING UP / MAXIMUM STORED VALUE / DEBIT BALANCE .

13.1 The Cardmember may “Top Up” and pay monies into the Card Account in the following manner or such other manner which the Bank may prescribe from time to time:-

- a) Banking in cash or cheques at any of the Bank’s branches over the counter or using the Bank’s cash /cheque deposit machines;
- b) Funds transfer from any of the Cardmember’s other accounts held with the Bank in any manner permitted by the Bank;
- c) Inter-bank money transfer (GIRO) from Cardmember’s other accounts held with other banks; or
- d) Over the counter at Maybank branches.

13.2 “Top-Up” by the Cardmember shall not be considered to have been made until the relevant “Top-Up” has been received for value by the Bank. All “Top-Up” by outstation cheques shall include the relevant Inland Exchange commission where applicable. Failure to include such commission shall entitle the Bank to debit the Cardmember’s Card Account for the same.

13.3 The maximum Stored Value that the Cardmember may credit to the Card is RM10,000.00 or any amount as may be determined by the Bank. Nevertheless if as a result of any error or other circumstances, the Bank’s system permits the Cardmember’s Stored Value to exceed RM10,000 or any amount as may be determined by the Bank, the Bank will notify the Cardmember of such excess and require the Cardmember to fully utilize such excess or redeem such excess by the way of the mode of redemption provided in Clause 7.7 within 14 days from the date of the Bank’s notification.

13.4 If as a result of any error or other circumstances:

- a) the Cardmember debits an amount in excess of his/her Stored Value; or
- b) a Transaction exceeds the Stored Value; or
- c) the Cardmember Stored Value is not sufficient to cover any fees and charges and any of the above creates a debit balance on the Card, such debit balance shall be an amount due to the Bank and the Cardmember shall repay such debit balance due to Bank within 14 days from the date of the Bank’s request for repayment. Such a repayment may be made by the Cardmember by way of “Top Up” in an amount that equals to or exceeds such debit balance. Any amount of the “Top Up” in excess of the debit balance shall be treated as Stored Value.

13.5 Any complaint shall be directed to the Sales & Service Center’s Manager or the Head, ATM & SST Operations, Head Office or for any complaint in relations to POS (Point Of Sale) transaction only, to Head, Cardmember Engagement, Cards for further recourse..

13.6 Except as provided in Clause 13.3, the Cardmember shall accept full responsibility for all Transactions made by the use of the Card and shall accept the Bank’s record of Transactions as binding and conclusive for all purposes and hereby authorize the Bank to debit the Cardmember’s Account whether with or without the Cardmember’s knowledge or authority.

13.7 The Bank reserves the right to levy a service fee for the issuance of a Maybankard Visa/ MasterCard Prepaid Card at RM20 (starter pack) and a service fee of RM6 per annum, RM20 for the replacement of any Card\* which is lost, stolen, damaged or if the PIN is exposed or forgotten. The service fee may be varied from time to time at the absolute discretion of the Bank.

- a) Cash deposited at the ATM (Automated Teller Machine) to reload the card shall be retrieved for verification by two officers of the Bank and the amount so verified shall be deemed to be the deposited amount and the entry thereof in the records of the Bank.
- b) Cardmember who deposits cash at the CDM-(Cash Deposit Machine) to reload the prepaid card shall accept the deposit amount as printed onto the CDM receipt and the entry thereof in records of the Bank as correct. In the event of cash jammed, the deposit amount shall be deemed to have been received by the Bank upon verification by two officers of the Bank and the amount so verified shall be deemed to be the deposited amount.
- c) The balance in the Cardmember’s Account which is reported by , Phone Banking, Maybank2U or any other means shall not include any Cardmember’s deposit which has/have not been verified by the Bank. The unverified deposit shall not be taken into account for cheque(s) issued by Cardmember and payment or fund transfers services offered by the Bank.
- d) The Bank shall not be held liable in the absence of willful misconduct or gross negligence on the part of the Bank, its’ services or agents, for any loss or damage suffered by the Cardmember arising out of the Services offered at the SSTs and POS Terminal(Point of Sales being unavailable, damaged or destroyed).
- e) The Bank shall not be held liable for any loss or damage if a wrong Account number is keyed in by the Cardmember in the course of utilizing the Services offered at the SSTs and POS Terminal.
- f) The Bank will not affect any payment order or instruction unless there is sufficient balance in the Cardmember’s Account on the payment order or instruction date and shall not be liable for any loss or damage. All payment order or instruction will be void if the Cardmember’s Account is closed or the payment order or instruction is cancelled on or before payment date.
- g) The Bank reserves the right to add or withdraw any Payee Corporation from its’ services without assigning any reason(s) thereof and shall not be held liable for any loss or damage suffered as a result of such action.

- h) The Bank shall not be held liable for any loss or damage arising from any mistake in the registering of any Bill's detail, including but not limited to the Bill's reference number caused by the Cardmember's failure to register the correct Bill's detail or the Cardmembers failure to update the Bank on any changes.
- i) The Cardmember hereby authorizes the Bank to debit his Account for the charges levied on the Bill Payment Service and the Account to be debited would be the Account from where the transaction originates and/or the Account specified in the Bill Payment Service application form.
- j) Transactions via Prepaid Card shall be deemed to be cash withdrawal transactions and the Cardmember hereby authorised the Bank to debit his Card Account for the total amount of the bills incurred by the use of the Card.

#### 14 Conversion for Overseas transaction

14.1 Where the Cardmember use the Card outside Malaysia, the transactions shall be charged in the official currency of the country concerned and converted into Ringgit Malaysia at such exchange rate and at such time as may be determined by Visa/ MasterCard International at its absolute discretion. 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 Point of Sale 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 Cardmember to be debited to the Account of the Cardmember.

14.2 The Cardmember agrees that the record of Maybank of any transaction effected by the use of Card shall be conclusive and binding on the Cardmember for all purposes. The Cardmember shall be liable for all charges and advances whatsoever arising from all transactions, whether authorized or unauthorized, effected with Card. The Bank reserves the right to cancel or terminate the Card and/or Services with 21 calendar days notice to the Cardmember if the Card had not been used for two years or more. In some circumstances, card scheme rules allow the Cardmember to charge Maybankard Visa/ MasterCard Prepaid Card transaction back to the Merchant with whom the transaction was made (if the chargeback right is available) subject to the complaint or dispute was made to the Bank by the Cardmember in writing within 20 days from the posting date of such transaction in the customer's Account statement and the Cardmember has provided the necessary information requested by the Bank to support the chargeback within the requested timeframe. Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, the Cardmember shall expressly agree that the use of the Card is at his own risk and shall assume all risk incidental to or arising out of the use of the Card.

#### 15 CHECKING STATEMENT DETAILS

15.1 Prepaid cardmembers ll received online/E-Statement upon registration of the card account. Online/E- Statement will containing information about the Stored Value or Transactions history can be accessed online via Bank's website by logging into M2U account with the Cardmember's user name and password or e-statement will be sent via email if the cardmember does not have Maybank2u account

15.2 The Online Statement will provide Transactions history, fees and charges that took place 48 hours ago and keeps the Transactions history, fees and charges for the last 90 days, and will generally reflect the position of the Cardmember Card Account at that time, except for Transactions not yet processed by the Bank. The Cardmember shall examine his/her Transactions record at least once a month via Bank's website.

15.3 The Cardmember shall inform Bank of any errors within 14 days from the date Transactions are posted to the Online Statement failing which the Cardmember shall be deemed to have accepted the entries contained in the Statement as correct and as final and conclusive evidence of the facts contained therein and binding on the Cardmember and the Cardmember shall thereafter be precluded from making any claims against the Bank by alleging that its said statement contains any error, discrepancy or inaccuracy.

#### 16 DEFAULT

16.1 Notwithstanding any provision to the contrary herein set out, Maybank may at its sole and absolute discretion at any point of time with or without notice can decide not to renew, cancel, revoke the Prepaid Card or suspend or restrict the use of PrepaidCard by the Cardmember upon the occurrence of any one of the following:

- use the Card as payment for any illegal purchases; or
- use the Card to engage in an Internet gambling transaction; or
- use the Card as payment for any unlawful transaction; or
- use the Card to purchase goods or services that will be resold i.e. not for personal use of the Cardmember.

16.2 Upon the cancellation of the Prepaid Card or upon the revocation, suspension or restriction of the rights of the Cardmember or Supplementary Cardmember to use the Prepaid Card aforesaid, the Cardmember shall, upon demand by Maybank, settle his/her PrepaidCard Account in full or in part as required by Maybank.

16.3 The Cardmember hereby acknowledges that any Prepaid Card cancelled or revoked may be placed on the Cancellation List which may be circulated to all the Authorized Merchants and/or Authorized Cash Outlets and all branches of Maybank.

16.4 Notwithstanding any other provisions of this Agreement, the Cardmember agrees that he/she shall indemnify Maybank for any loss or damage, costs and expenses, fees and charges, which Maybank may incur in enforcing or attempting to enforce payments under Clause 16.1 hereof and in enforcing the terms of this Agreement against the Cardmember and/or the Supplementary Cardmember.

## 17 OVERSEAS TRANSACTIONS

17.1 The Cardmember may use the Prepaid Card outside Malaysia where there are Authorized Merchants and/or Authorized Cash Outlets.

17.2 The Cardmember may use the Prepaid Card for cash withdrawal through designated ATMs installed in such approved countries as shall be announced by Maybank.

17.3 Where the Cardmember uses the Prepaid Card outside Malaysia, the transactions shall be charged in the official currency of the country concerned and converted into Ringgit Malaysia at such exchange rate and at such time as it is determined by American Express or MasterCard / Visa International at its absolute discretion.

17.4 Wherever applicable, the Cardmember shall authorize Maybank to take such steps to comply with the relevant Exchange Control Regulation issued by Bank Negara Malaysia in respect of any overseas transactions.

17.5 All inter country Transactions via ATMs, Maybankard Visa Prepaid and MasterCard Prepaid Transaction shall be subject to the laws existing in the country where the Transaction originates. For all such Transactions, the exchange rate, where applicable, shall be the prevailing spot exchange rates on the date of transaction.

17.6 The Cardmemberr may use the Card to perform Visa/ MasterCard transaction(s) outside Malaysia where there are Authorised Merchants and/or Authorized Cash Outlets. The Cardmember may use the Card for cash withdrawal through designated ATMs installed in such approved countries as shall be determined by Maybank.

## 18 LAW

This Agreement between Maybank and the Cardmember shall be governed by the laws of Malaysia wherever the transaction takes place.

## 19 TIME

Time wherever mentioned shall be of the essence of this Agreement.

## 20 PRESERVATION OF RIGHTS AND ENTITLEMENT

Notwithstanding anything in this Agreement, Maybank's rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Prepaid Card by Maybank.

## 21 VARIATION

21.1 The Cardmember agrees that Maybank shall be at liberty to vary, add to or amend the terms and conditions herein set out. In the event the Cardmember shall not be agreeable to such variation, addition and/or amendment, the Cardmember shall surrender the Prepaid Card and return to Maybank cut in halves, failing which the Cardmember shall be deemed to have accepted such variation, addition and/or amendment.

21.2 The terms and conditions governing the Card Account(s) of the Cardmember with the Bank which are consistent with these Terms and Conditions shall continue to apply. The Terms and Conditions herein are not exhaustive and the Bank reserves the right to add, delete, vary or amend these Terms and Conditions at any time and from time to time at its sole and absolute discretion. The Cardmember hereby agrees that any such additions, deletions, variations or amendments to the Terms and Conditions shall be binding on the Cardmember and be deemed to have come to the Cardmember's attention by them being displayed at the Bank and any of its branches or posted to the Customer at his last known address or advertised by any other mode which the Bank may deem fit. Any new service that may be introduced by the Bank from time to time if advertised by the Bank through the newspaper or the Bank's promotional items placed at the Bank's counter shall be deemed to have



been effectively and sufficiently communicated to the Customer. All notices to the Cardmember sent by ordinary post to or left at the address(s) of the Cardmember given to the Bank or at the Customer's last known address shall be deemed to have been delivered in the ordinary course of post or on the day were so left.

## 22 BANKING ACT

The Cardmember hereby authorizes Maybank and/or its officers to make use of, disclose, divulge or reveal any information relating to his/her account for purposes of or in connection with any action or proceeding taken for the purpose of recovery of monies due and payable by the Cardmember to Maybank under this Agreement.

## 23 SERVICE OF LEGAL PROCESS

The Parties hereby agree that the service of any Writ of Summons or any legal process in respect of any claim arising out of or connected with this Agreement may be effected by forwarding a copy of the same by prepaid registered post and a copy of the same by ordinary post to the Cardmember's address(es) stated in this Agreement Form or to such other address(es) notified by the Cardmember to Maybank from time to time.

## 24 SUPERSEDING AGREEMENT

All previous agreements or arrangements, if any, made between Maybank and the Cardmember, written or verbal, are hereby cancelled and superseded by this Agreement.

## 25 TREATSPOINTS REDEMPTION

- a) All TreatsPoints acquired must be redeemed prior to the date the account is closed. Thereafter, all unredeemed TreatsPoints will be automatically cancelled without prior notification to customers.
- b) The Cardmember is entitled to earn TreatsPoints on retail purchases made with his/her Prepaid Card for purposes of personal consumption only, i.e. non-business and non-commercial related consumption only. Maybank reserves the right not to award TreatsPoints on retail spend which Maybank deems to be purchases made for business and commercial purposes using the Prepaid Card.

## 26 DISCLOSURE

26.1 The Cardmember hereby authorizes Maybank to disclose to any merchant, MasterCard / Visa International and/or its officers and/or any interested party any information concerning the Cardmember and his/her Prepaid Card Account and the Cardmember's other accounts with Maybank in such manner and to such extent as Maybank shall consider necessary for any purpose or to facilitate the use of the Prepaid Card, the processing of any transaction effected or to be effected through the use of the Prepaid Card or for the purpose of recovering any monies due and payable from the Cardmember to Maybank under this Agreement. In addition, the Cardmember hereby authorizes Maybank to disclose any information concerning the Cardmember to any of Maybank's existing or future business partners for the purpose of providing information about products or services or such privileges and benefits to the Cardmembers or for any other purposes. Maybank may use any information concerning the Cardmember to develop mailing lists which may be used by any of Maybank's existing or future business partners to offer products or services or such privileges and benefits to the Cardmember or for marketing activities which the Cardmember may receive through the mail. If at any time the Cardmember wishes to have his/her name and address removed from such mailing list, the Cardmember is required to write to Maybank at :

Maybankard Centre, 7th Floor, Menara Maybank,

100 Jalan Tun Perak, 50050 Kuala Lumpur.

The Cardmember hereby authorizes Maybank to disclose information to Bank Negara Malaysia regarding the Cardmember's Prepaid Card facilities or the Cardmember's account, as may be required, whether pursuant to law or otherwise. Maybank shall not be liable whether directly or indirectly to the Cardmember or any other persons for such disclosure.

26.2 The Cardmember hereby authorizes Maybank to disclose to any merchant, and/or its officers and/or any interested party any information concerning the Cardmember and his/her Prepaid Card Account and the Cardmember's other accounts with Maybank in such manner and to such extent as Maybank shall consider necessary for any purpose or to facilitate the use of the Prepaid Card, the processing of any transaction effected or to be effected through the use of the Prepaid Card or for the purpose of recovering any monies due and payable from the Cardmember to Maybank under this Agreement. In addition, the Cardmember hereby authorizes Maybank to disclose any information concerning the Cardmember to any of Maybank's existing or future business partners for the purpose of providing information about products

or services or such privileges and benefits to the Cardmembers or for any other purposes. Maybank may use any information concerning the Cardmember to develop mailing lists which may be used by any of Maybank's existing or future business partners to offer products or services or such privileges and benefit to the Cardmember or for marketing activities which the Cardmember may receive through the mail. If at any time the Cardmember wishes to have his/her name and address removed from such mailing list, the Cardmember is required to write to Maybank at : Maybankard Centre,7th Floor, Menara Maybank,100 Jln Tun Perak,50050 Kuala Lumpur.

#### 27 APPOINTMENT OF AGENT(S)

27.1 In amplification and not in derogation of its rights under this Agreement, Maybank shall have the right at its sole discretion, and when it deems it necessary to appoint and authorize an agent of its choice and on its behalf for the sole purpose of selling the prepaid card from the Cardmember to Maybank under this Agreement.

27.2 The Cardmember hereby authorizes Maybank to disclose any information concerning the Cardmember and his Prepaid Card Account to any of its agents duly appointed for the purpose of recovering any or all monies due and payable from the Cardmember to Maybank under this Agreement.

#### 28 Severability

If any of the provisions of this Terms & Conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.