



Terms & Conditions – BSN Batman Visa Debit Card

In consideration of Bank Simpanan Nasional, (“Bank”) agreeing to make available the facilities offered by the BSN Batman Visa Debit Card (“Card”), to the account holder issued with the Card (“Cardmember”), the Cardmember covenants and agrees hereby to the following terms and conditions below.

1.0 Definitions and Interpretation

1.1 In this agreement unless the context otherwise requires:-

“**Account**” means the BSN Giro/Giro-i Account opened in the name of the Cardmember with the Bank.

“**Account Balance**” shall mean the available balance in the Account after deducting the purchases of goods and/or services incurred by the Cardmember.

“**Agreement**” means this agreement as may be varied from time to time.

“**ATM**” means an automated teller machine or card operated machine which accepts the Card including but not limited to the machines belonging to the Bank or other participating banks or financial institutions under the MEPS network or Visa Global ATM network.

“**ATM Card Transaction**” means the use of the Card for cash withdrawals and Electronic Transactions or any other card as may be approved by the Bank from time to time.

“**Authorized Merchant**” means any retailer or other person, firm or corporation, its employees, servants or agents which agrees to accept or cause its offices, outlets, shops, stores, business premises and locations to accept the Card when properly presented for payment by the Cardmember.

“**Automatic Bill Payment**” means recurring payments which Cardmember makes utilizing the Card for payment of insurances / takaful, bills or other services that the Bank may introduce from time to time.

“**Bank**” means Bank Simpanan Nasional (BSN).

“**BCard Loyalty Program**” means BCARD loyalty program issued by BLoyalty Sdn Bhd (Company No. 154570-W) which is made available to BSN Batman Visa Debit Card Cardmember;

“**Card**” means the BSN Batman Visa Debit Card card issued by the Bank for your Account(s) of which the Bank allow you to link into and carries the Visa logo that enable Cardmember to perform a Transaction.

“**Card Transaction**” means transaction effected through the use of the Card and shall include but shall not be limited to cash withdrawal, retail purchase, online purchase, fund transfer, payment of bills and any other services as the Bank shall offer or introduce from time to time.

“**Cardmember**” means a customer of the Bank to whom the Card has been issued.

“**Contactless Reader**” refers a secure reader that is equipped within a POS terminal through which Visa payWave purchases may be made;

“**Contactless transaction**” means a transaction made by holding your Card in front of a Contactless Reader and without having to insert or swipe the Card.

“**Electronic Transaction**” means a transaction effected by the Card to effect electronic funds transfer at any ATM or POS Terminal.

“**Held Balance**” means at any time the total amount estimated by the Bank to be the amount of any and all the Card Transactions effected on the Card, but which have not been debited from the Account.

“**Junior Accounts**” means banking accounts opened with the Bank by/for customer aged 21 years or below.

“**MEPS**” means Malaysian Electronic Payment System Sdn Bhd.

“**MEPS Cash Withdrawal Fee Reimbursement Program**” refers to a program introduced by the Bank to its BSN Batman Visa Debit Card Cardmembers that rewards Cardmembers with a return of their MEPS cash withdrawal fee already charged to the Account upon meeting the terms and conditions set under this program.

“**PIN**” means the Personal Identification Number issued to the Cardmember.

“**POS**” means point of sale. “POS” means point of sale terminals that permit the debiting of the Card Account for purchase transactions at Authorized Merchants outlets.

“**Purchase Limit**” means the maximum permissible limit set by the Cardmember that can be used/transacted in the respective Authorized Merchant’s outlets.

“**Retail Transactions**” means transactions effected through the use of Card via Visa Network excluding cash withdrawal transactions.

“**Sales Slip**” means receipt issued at the POS by the Authorized Merchant after a transaction.

“**Statement**” refers to the ‘statement of account’ issued’ by the Bank reflecting transactions in the Account over a specified period of time.

“**Valid Thru Date**” refers to the expiry date printed on the Card.

“**Withdrawal Limit**” means the maximum permissible limit and frequency of cash withdrawals set by the Bank.

“**Fees and Charges**” means by enrolling in the Card program, you agree to pay any and all associated fees.

“**Online Purchase**” is a form of electronic commerce which allows consumers to directly buy goods or services from a merchant over the Internet using a web browser.

“**Overseas transactions**” is a facilities by using the Card issued by the Bank that allow users to purchase goods abroad or to withdraw money at the ATM (Visa Plus) at the oversea as permitted by the bank to the Cardmembers. Overseas transactions also referred as channel for banking activities, such as money transfers, paying bills, viewing and checking saving accounts balances and purchasing financial instrument.

1.2 Unless otherwise expressly provided:-

- a) words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;
- b) words denoting persons shall also include their respective heirs, personal representatives and successors in title or permitted assigns;
- c) any reference to a sub-clause, clause or party is to the relevant sub-clause, clause or party of and to this Agreement and includes all amendments and modifications made to this Agreement from time to time in force;
- d) any reference to a statutory provision includes any modification, consolidation or re-enactments for the time being in force and all statutory instruments or orders made pursuant thereto;
- e) the word “Ringgit Malaysia” and the abbreviation “RM” mean the lawful currency of Malaysia;
- f) any reference to a “Business Day” is to a day on which the Bank is open for business in Kuala Lumpur;
- g) if any period of time falls on a day, which is not a Business Day, then that period is to be deemed to only expire on the next business day;
- h) the headings in this Agreement are inserted merely for convenience of reference and shall not affect the interpretation of the provisions herein contained.

2.0 APPLICATION AND ACCEPTANCE OF THE CARD

2.1 The customers of the Bank may upon opening an Account and upon making an application at any of the Bank’s branches in Malaysia, be issued with the Card. By signing the Card’s application form, the Cardmember acknowledges that the acceptance of the Card constitutes binding and conclusive evidence that the Cardmember shall be bound by this Agreement.

2.2 The Bank shall be entitled at its sole and absolute discretion to approve or reject any application for the Card.

3.0 USE OF THE CARD

- 3.1 On receipt of the Card, the Cardmember shall thereafter validate the Card for use by signing on the signature panel at the back of the Card. The Cardmember shall also be issued with a PIN for the Card and must take precautionary measures to prevent security breaches such as but not limited to not writing the PIN on the Card or keep it together with the Card, or changing the PIN to a number which may be easy to guess such as date of birth, identity card number, or mobile number. The Cardmember shall not at any time disclose the PIN to any person under any circumstances or by any means whether voluntary or otherwise.
- 3.2 By using the Card, the Cardmember agrees to be fully bound by the terms and conditions herein set out (as may be varied by the Bank from time to time by giving notice of twenty one (21) calendar days).
- 3.3 The Cardmember shall comply with all requirements, instructions and guidelines regarding use of the Card issued by the Bank from time to time in respect of all services rendered to the Cardmember.
- 3.4 The Card is only valid till the Valid Thru Date. The Cardholder must ensure that the card is destroyed as soon as the Card expires, by cutting it diagonally in half and returning it to the Bank for Card replacement.
- 3.5 The Card shall not be used after its cancellation, expiration, or withdrawal or upon the Cardmember ceasing to be the Bank's customer.
- 3.6 The Card is a debit card for which the Account Balance will be debited when Card Transaction is made through the use of the Card. The Cardmember is responsible to ensure that there is sufficient cash balance in the Account prior to using the Card. Where the Bank in its absolute discretion, allows any amount in the Account to be overdrawn for whatsoever reason, the Cardmember shall pay on demand by the Bank such amount overdrawn.
- 3.7 The Card can be used to purchase goods and services in Malaysia and overseas at all Visa and the Bank's participating merchants or outlets. Such purchases are subject to the balance available in the Cardmember's Account and up to the maximum Purchase Limit set by the Cardmember.
- 3.8 The Cardmember may also use the Card to make purchases through a Contactless Reader of which the maximum transaction amount per transaction is capped at RM150.00 or any other limit that may be permitted by the Bank from time to time.
- 3.9 The BSN Batman Visa Debit Card daily accumulated Purchase Limit is defaulted at RM1,000.00 for Giro/Giro-I Account and RM500.00 for Junior Accounts during Card's application unless specified otherwise by the Cardholder in the Card application form. The Card's daily Purchase Limit can be changed anytime by the Cardmember via the Bank's ATM or over the counter or any other means defined by the Bank in the future subject to a maximum accumulated limit of RM10,000.00 per day.
- 3.10 The Cardmember may use the Card in Malaysia at any of BSN's ATMs or at any other ATMs that display MEPS logo for the withdrawal of cash from the Account. In addition, the Cardmember may use the Card for withdrawal of cash outside of Malaysia at any ATMs that display Visa or Visa Plus logo.
- 3.11 Withdrawals through ATM are subject to a maximum Withdrawal Limit of RM5,000.00 in accumulated total per day. However, for Junior Accounts, Withdrawal Limit is limited to a maximum of RM200.00 in accumulated total per day.
- 3.12 The Bank reserves the right to amend or vary the limits under Clause 3.8 and 3.10 at any time and a written notice of such amendment or variation will be communicated to Cardmembers in any form or method as the Bank may prescribe.
- 3.13 The Cardmember shall observe all security measures prescribed by the Bank relating to his Card, access number or PIN or the Services provided and at no time and under no circumstances shall the Cardmember reveal his PIN to anyone including the Bank's staff. If the PIN is exposed or suspected to be exposed to another person, the Cardmember shall immediately inform the Bank of it and shall not use his Card until the Bank issues replacement Card and/or a new Phone Banking Access Number and/ or PIN to him.
- 3.14 For internet transaction, the Cardmember will be automatically enrolled into BOSS (BSN Online Secure Shopping) to enable them to perform secured online internet transaction of any amount. CardMember shall be solely responsible for the security of any purchase of goods and/or services made via online using the Card.

- 3.15 Bank would default block any Cardmember from making any online purchase transaction which is not authenticated with a strong dynamic password or any overseas transaction using the Card .
- 3.16 The Bank will only allow a Cardmember to make an Online Purchases transaction which is not authenticated via strong authentication method such as dynamic password or Overseas transaction using the Card upon activation of the Online Purchase or Overseas Transaction Function by the Cardmember to enable the transactions to be done. The activation can be done through BSN ATM, MyBSN, BSN Call Center or at any of BSN branches.
- 3.17 You are advised to be aware of the unauthorised transaction risks if you activate the Overseas Transaction and Online Purchases Function.
- 3.18 You may terminate the activation of Online Purchase and Overseas Transaction Function via BSN ATM, MyBSN, BSN Call Centre or at any BSN branches.
- 3.19 The Cardmember shall not allow or empower any third party to use BSN Batman Visa Debit Card and cannot transfer or relinquish control or ownership of the Card or use it for purposes which is not allowed transaction by the Bank.
- 3.20 The Cardmember is responsible for ensuring sufficient funds in the account before effecting the transaction.
- 3.21 Check your transaction history from time to time via www.mybsn.com.my to ensure transactions performed are correct and notify us in writing within 14 days from the transaction date if there are any errors or omissions. If not, the transaction will be considered accurate.
- 3.22 The Cardmember shall use BSN Batman Visa Debit Card responsibly and not for any illegal or unlawful activities, or use the card to engage in an Internet gambling transaction done by the Cardmember (applicable for Islamic); or use the card as payment for non-Shariah approved transaction (applicable for Islamic).
- 3.23 Cardmember have to enable overseas applications transactions prior to departure. The activation process can be done through any BSN ATM, Branch, Call Centre or through mybsn.com.my. Once activated, you can use it for retail purchases or to withdraw cash from any ATM overseas that bears the Visa PLUS logo.
- 3.24 The Cardmember shall not be held liable for losses arising from an **e-banking, direct debit or card not present** transaction unless the Bank can prove on a balance of probabilities that:
- a) The Cardmember has acted fraudulently
 - b) The Cardmember failed to carry out the following obligations as informed by the Bank to the Cardmember:

Deliberately or not 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 (BSN);
 - Taking reasonable steps to keep security device secure at all times; or
 - Reporting a breach of the security of a pass code or the loss of a security device to the bank as soon as reasonably practicable, upon the Cardmember becoming aware of the breach or loss respectively.
 - c) The CardMember has failed to carry out the obligation to report any unauthorised transaction to the Bank as soon as reasonably practicable, upon Cardmember becoming aware of the unauthorised transaction.
- 3.25 For petrol transactions at outdoor pumps, the Bank will charge a pre-authorization amount of between RM200 - RM250 (subject to any changes in the future) to the Cardmember's Account. Within three (3) days from the actual transaction date and upon settlement by the merchant, the pre-authorization amount will be reversed back and the actual transaction amount will be charged to the Cardmember's Account.
- 3.26 The Cardmember of BSN Visa Debit hereby acknowledges and agrees that the Card shall not be used for purposes and activities prohibited by Shariah.
- 3.27 Notwithstanding any other Terms and Conditions to the contrary herein set out, the Bank may at its sole and absolute discretion at any point of time rejecting any transactions at POS terminal and/or terminating the Card immediately without any liability on the Bank upon the occurrence of any one of the following events:-

- (i) The Cardmember use the card as payment for or in connection with any illegal / unlawful purchases or activity ; or
- (ii) Use the card to engage in an Internet gambling transaction done by the Cardmember (applicable for Islamic); or
- (iii) Use the card as payment for non-Shariah approved transaction (applicable for Islamic)

3.28 The BSN Batman Visa Debit Card may or may not have any other payment application(s) and/or loyalty program(s) embedded into the Card such as but not limited to BCard Loyalty Program. The Cardmember hereby agrees that he / she shall be governed by the terms and conditions of the payment application and/or loyalty program make available by the respective owner of the application or program.

4.0 POSSESSION OF THE CARD

4.1 The Card shall remain the property of the Bank at all times. The Card shall be used exclusively by the Cardmember. The Cardmember shall not transfer or otherwise part with the control or possession of the Card for any use or purpose unauthorized by the Bank. The Card shall not be pledged as security for any purpose whatsoever.

4.2 The Cardmember shall use all reasonable precautions and diligence to prevent the loss or theft of the Card or disclosure of the PIN to any unauthorized person. In the event of loss and/ or theft of the Card and/ or disclosure of the PIN to any unauthorized person. The Cardmember shall immediately upon the discovery of such event notify the Bank (if such event occurs in Malaysia) or any member of Visa International (if such event occurs overseas).

4.3 In the event of loss/ theft as per clause 4.2 above and if subsequent to the loss/ theft, the Card is used by an unauthorized person, the Cardmember shall be liable to the Bank for all unauthorized charges incurred through the use of the Card by the said unauthorized person until the date of receipt by the Bank of Cardmember's written notification specified under clause 4.2 above. If investigation discloses that the Cardmember is involved in the incurring of any unauthorized charges, the Cardmember shall be liable for all the unauthorized charges incurred, whether before or after the Bank's receipt of such written confirmation. After written notification is received, provided the CardMember has not acted fraudulently or has not failed to inform the Bank as soon as reasonably practical after having found that the Card is lost or stolen; the CardMember's maximum liability incurred from unauthorized transaction of the Card shall be confined to a limit as specified by the Bank, which shall not exceed RM250.00.

4.4 The Bank may at the request of the Cardmember but without being obliged in law, replace the lost or stolen Card upon payment of a fee. The replacement Card shall be subject to the terms and conditions herein as if it was the original Card. The Cardmember shall return the Card to the Bank immediately upon its expiry or on demand by the Bank upon its cancellation, revocation or suspension 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.

5.0 OVERSEAS TRANSACTION

5.1 The Cardmember may use the Card outside Malaysia at the Authorised Merchants and at ATMs.

5.2 If 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 International at its absolute discretion.

5.3 Cardmember must activate the Overseas Transaction Function to enable cash withdrawals and purchases abroad. The activation can be done through BSN ATM, MyBSN, BSN Call Center or at any of BSN branches.

6.0 INTERNET BANKING / ONLINE PURCHASES

6.1 Cardmembers have to activate the Online Purchase Function to allow transaction to be done. The activation can be done through BSN ATM, MyBSN, BSN Call Center or at any of BSN branches.

6.2 You are advised to surf at a secure website for any online purchase/ internet transaction.

7.0 STATEMENT

7.1 If the Cardmember has access to his Account with the use of the Card, the transaction record or all Card Transactions performed by the Cardmember will be maintained by the Bank. The CardMember may view their account statement via the Bank online banking at www.myBSN.com.my. Cardmember's operating the Account with a passbook may request for a detail transaction to be printed at any of the Bank branches.

7.2 The records and entries in the Account as appearing in the monthly Statement shall be deemed to be correct and binding on the Cardmember unless written notice to the contrary is given to the Bank by the Cardmember within fourteen (14) days from the Statement date.

8.0 MINIMUM BALANCE

8.1 The Bank may set a minimum balance to be maintained in the Account of which the said minimum balance may vary from one Account type to another. The minimum balance shall be subject to change from time to time upon notification to the Account holders.

8.2 In the event any requests for Card Transactions exceed the minimum balance in the Account, the said transaction shall be declined due to insufficient fund in the Account.

9.0 HELD BALANCE

9.1 The Bank may assign a Held Balance for the purpose of any Card Transaction proposed to be effected on the Card. The amount of such Held Balance and period that such Held Balance may be maintained shall be determined by the Bank at its absolute discretion.

9.2 The Bank shall debit the Held Balance (or any part thereof) to the Account when the corresponding Card Transactions are presented to the Bank for payment. The Bank shall release the Held Balance (or any part thereof) if the corresponding Card Transactions are not presented to the Bank for payment within such periods as the Bank deems fit from time to time. The amount of Held Balance debited into the Account is free from interest or profit to be earned from the Account.

9.3 The balance available to the Cardmember for use in the Account shall be reduced by the Held Balance.

9.4 The Cardmember further expressly agrees that the Bank shall have the right to place a hold back on the Account and to debit the Account for any Card Transactions that are presented to the Bank after such periods of the Held Balance.

10.0 BANK'S DISCRETION

10.1 The Bank is entitled, at any time in its absolute discretion by giving reasonable prior notice to the Cardmember to refuse or to approve any proposed Card Transaction notwithstanding that the Current Balance available in the Cardmember's Account allows for any such proposed Card Transaction upon the occurrence of any of the followings:-

- a) if the Cardholder breaches or threatens to breach any of the terms and conditions of this Agreement; or
- b) if the Bank believes that the transaction occurred is highly suspicious or suspected to be a fraudulent transaction.

11.0 TERMINATION

11.1 The Cardmember may terminate the use of his Card by giving the Bank written notice of termination and returning to the Bank the Card cut in half, whereupon the use of the Card will be terminated.

11.2 If the use of the Card is terminated by the Bank for any reason, the Cardmember shall forthwith return the Card to the Bank.

12.0 EXCLUSION OF LIABILITY

12.1 The Bank shall not be responsible for the refusal of any merchant or member institution of Visa to honour or accept the Card or for any defect or deficiency in goods or services supplied to the Cardmember or any other parties by any merchant. Any complaint by the Cardmember must be resolved directly with the merchant and member institution of Visa concerned and no claim against the merchant or member institution of Visa maybe set off and counter claimed against the Bank.

12.2 The Bank shall not for any reason whatsoever be liable for damages suffered for loss incurred by the Cardmember under any circumstances whether or not such circumstances relate or arise out of this Agreement including but not limited to non-acceptance for any reason whatsoever of the Card by any merchant, person or body, rejection of the Card by ATMs other than the Bank's (subject to such rejection by the Bank's ATM is not due to the Cardmember's negligence wrongful act or omission) , non-renewal restriction or cancellation of facilities or under any circumstances wherein the Bank shall be obliged to act reasonably to protect its rights under the provisions of this Agreement.

- 12.3 The Bank is not liable if it is unable to perform its obligations under the Agreement due, directly or indirectly, to any industrial dispute, war, Act of God or anything outside the control of the Bank, its servants or agents.
- 12.4 The Bank shall not be liable in any way for any injury to the character and reputation of the Cardmember in and about any repossession of the Card or any request for its return.
- 12.5 The Bank shall not be liable in any way to the Cardmember for any inconvenience, loss damage or embarrassment of any nature due to or arising from any denial of the proposed transaction.
- 12.6 A Cardmember shall not assign his rights under this Agreement.

13.0 FEES AND CHARGES

- 13.1 The Bank shall be entitled to impose fees and charges for the services including for issuance of Card, the hardcopy monthly statement, replacement card fee, cash withdrawal fee via MEPS network, Visa Network terminals and International Banks and annual fees. The Bank reserves the absolute right to impose additional charges and/or vary such Fees and Charges at twenty one (21) days prior notice. For the purpose of collecting such Fees and Charges, the Cardmember agrees to authorize the Bank to debit the Account with such Fees and Charges notwithstanding that such debiting may cause the Account to be overdrawn. The following Fees and Charges are imposed at the following rate:

Fees & Charges	
Items	Fees/Charges
Annual Fee (Annual fee is chargeable on a yearly basis during the card's anniversary date. Annual Fee will not be imposed to the Cardmember on the year the card is issued)	RM8
Card Issuance/Renewal Fee	RM15
Conversion/Upgrade from ATM Card or BSN Visa Debit Card or BSN Matrix Visa Electron Debit Card to BSN BATMAN Visa Debit Card.	RM15
Card Replacement Fee (For damaged Debit Card due to Cardmember's fault, lost and stolen)	RM15
ATM Cash Withdrawal: Domestic <ul style="list-style-type: none"> ▪ BSN ATM ▪ Other Local Bank's ATM via MEPS ▪ Other Foreign Bank's ATM via MEPS International <ul style="list-style-type: none"> ▪ ATM Network via VISA PLUS 	Free RM1/withdrawal RM4/withdrawal RM12/withdrawal
ATM Balance Enquiry	Free
Transaction History (latest 2 months) Internet Banking mybsn.com.my	Free
Fund Transfer via ATM to MEPS member banks	RM 0.50 per transaction
Sales Slip Retrieval Request Fee	RM15 per copy
Conversion Fee for Overseas Transaction	As per conversion rate determined by VISA + any transaction fee charged by VISA (equivalent to 1%)

Note: All Fees and Charges imposed on your BSN Batman Visa Debit Card are subjected to the 6% Goods and Services Tax (GST) effective from 1 April 2015.

- 13.2 Annual Fee is chargeable to the Cardmember on a yearly basis during the Card's anniversary date and will not be imposed on the same year the Card is being issued to the Cardmember. The Bank has the right to vary the method of charging the annual fee from time to time by giving twenty one (21) calendar days notice to the Cardmember.
- 13.3 The replacement of the Card shall be subject to the terms and conditions herein as if it was the original Card.

14.0 MEPS CASH WITHDRAWAL FEES REIMBURSEMENT PROGRAM

14.1 BSN Batman Visa Debit Card Cardmembers may participate in the MEPS Cash Withdrawal Fee Reimbursement Program made available by the Bank to the Cardmembers when applying for the Card or at any point of time after the Card was issued to them. Cardmember can choose either one (1) of the three (3) plans offered under this program as follows:

Transactors Plan	This plan offers Account holders up to three (3) free MEPS cash withdrawal fee per month if he/she maintains monthly average balance of RM1,500.00 in the Account during such particular month.																														
Savers Plan	<p>This plan offers Account holders up to five (5) free MEPS cash withdrawal fee per month if he/she maintains monthly average balance of RM3,000.00 in the Account during such particular month.</p> <p>The Account holders shall also earn bonus returns equivalent to 2% (based on a profit sharing ratio of 25:75 for Giro-i Account) on every incremental growth of RM1,000.00 (round down to the nearest thousand) in average monthly savings balance maintained in the Account if compared to the previous month. The calculation of incremental growth in average monthly savings balance shall be calculated from the minimum Starting Savings Balance (SDB) of RM3,000.00 or the previous month's average monthly savings balance in the Account if the amount is higher than RM3,000.00.</p> <p>Example:</p> <table border="1"> <thead> <tr> <th>Scenario</th> <th>Last Month Average Monthly Savings Balance</th> <th>Current Month Average Monthly Savings Balance</th> <th>Starting Savings Balance (SDB)</th> <th>Amount Entitled For the Bonus Returns</th> </tr> </thead> <tbody> <tr> <td>Scenario 1</td> <td>RM2,000.00</td> <td>RM3,000.00</td> <td>RM3,000.00</td> <td>0</td> </tr> <tr> <td>Scenario 2</td> <td>RM2,500.00</td> <td>RM3,500.00</td> <td>RM3,000.00</td> <td>0</td> </tr> <tr> <td>Scenario 3</td> <td>RM3,000.00</td> <td>RM4,500.00</td> <td>RM3,000.00</td> <td>RM1,000.00</td> </tr> <tr> <td>Scenario 4</td> <td>RM3,500.00</td> <td>RM6,000.00</td> <td>RM3,500.00</td> <td>RM2,000.00</td> </tr> <tr> <td>Scenario 4</td> <td>RM4,000.00</td> <td>RM7,000.00</td> <td>RM4,000.00</td> <td>RM3,000.00</td> </tr> </tbody> </table>	Scenario	Last Month Average Monthly Savings Balance	Current Month Average Monthly Savings Balance	Starting Savings Balance (SDB)	Amount Entitled For the Bonus Returns	Scenario 1	RM2,000.00	RM3,000.00	RM3,000.00	0	Scenario 2	RM2,500.00	RM3,500.00	RM3,000.00	0	Scenario 3	RM3,000.00	RM4,500.00	RM3,000.00	RM1,000.00	Scenario 4	RM3,500.00	RM6,000.00	RM3,500.00	RM2,000.00	Scenario 4	RM4,000.00	RM7,000.00	RM4,000.00	RM3,000.00
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Youth Plan	This plan offers Account holders aged 21 year or below up to three (3) free MEPS cash withdrawal fee per month if he/she maintains an average monthly balance of RM500.00 in the Account during such particular month.																														

14.2 The amount of MEPS cash withdrawal fee entitled for reimbursement to the Cardmember shall be subject to a maximum amount of RM1 per transaction for all plans and maximum cumulative amount of RM3.00 for Transactors Plan, RM5.00 for Savers Plan and RM3.00 for Youth Plan. The amount entitled for reimbursement herein shall be credited into the Account of the Cardmember on the next following month.

14.3 The Bank shall have the right to cease or discontinue the MEPS Cash Withdrawal Fee Reimbursement Program or change any of the terms and conditions of the said program by giving twenty one (21) calendar days notice to the Cardmembers.

15.0 CHARGEBACK

15.1 The Bank shall not be held liable for any act or omission by any retail or online merchant howsoever caused, including but not limited to any refusal to accept the Card or any statement or other communication made in connection therewith, or any defect or deficiency in goods or services. The Cardmember must liaise directly with the Authorized Merchant on any claim or dispute and will not dispute any payment made by the Bank from the Cardmember's Account on such claims or disputes.

15.2 In some circumstances, card scheme rules allow the Cardmember to charge a transaction back to the Merchant with whom the transaction was made either in full or partial amount (if the chargeback right is available) subject to a complaint or dispute made to the Bank by the Cardmember in writing within **twenty one (21)** calendar days from the Posting Date of such transaction in the Cardmember's Account Statement and the Cardmember has provided the necessary information requested by the Bank to support the chargeback within the requested timeframe.

15.3 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 risks incidental to or arising out of the use of the Card.

16.0 MISCELLANEOUS

16.1 LAW

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

16.2 TIME

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

16.3 WAIVER

Notwithstanding any provision to the contrary, no failure or delay on the part of the Bank in exercising any rights and entitlement under this Agreement shall be construed as a waiver and shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Card by the Bank.

16.4 PRESERVATION OF RIGHTS 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, or any suspension of the Card by the Bank.

16.5 VARIATION

The Cardmember agrees that the Bank shall be at liberty to vary, add to or amend the terms and conditions herein set out by notification to the Cardmember at least twenty one (21) days prior to such variation, addition or amendment. In the event the Cardmember shall not be agreeable to such variation, addition and/or amendment, the Cardmember shall surrender the Card and return to the Bank cut in half, failing which the Cardmember shall be deemed to have accepted such variation, addition and/or amendment.

16.6 DISCLOSURE

The Bank shall be entitled to disclose and the Cardmember hereby authorizes the Bank and/ or its officers to make use or disclose, divulge or reveal any information relating to the Cardmember and his Account, the Cardmember's affairs, the facilities and/ or any account whether under this Agreement or otherwise which the Cardmember may have with the Bank in such manner and to such extent as the Bank may at its sole and absolute discretion deem fit:-

16.6.1 To any merchant, any Bank or financial institution, Visa international or the processing of any transaction effected through the use of the Card or any investigation of whatsoever nature to be made.

16.6.2 For on in connection with any action or proceeding taken for the purpose of recovery of monies due and payable by the Cardmember to the Bank under this Agreement.

16.6.3 To any authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over the Bank.

16.6.4 To any other party whosoever as the Bank may for any request made in relation to regulatory requirements.

16.7 WARNING STATEMENT FOR FALSE CLAIM

Any fraudulent claim or attempt thereof shall not be tolerated. The Bank shall refer the matter to the authorities and shall have right to commence legal proceedings against you.

16.8 NOTICES

The Cardmember shall inform the Bank in writing of any change of address and/ or employment or business.

Any correspondence or notice to the Cardmember may be delivered by hand or sent by prepaid post to the Cardmember's address stated in the Bank's Card Application Form or to such other address notified by the Cardmember to the Bank from time to time or through the Bank's website or announced in public media or those posted at the branches and shall be deemed to have been duly received by the Cardmember within three (3) business days of posting.

Any failure on the part of the Cardmember to notify the Bank of any change of his address resulting in the delay of any correspondence or notice shall not prejudice the Bank's rights and entitlement under this Agreement.

16.9 SERVICE OF LEGAL PROCESS

The parties hereby agree that the service of any notice in respect of any claim arising out of or connected with the Agreement may be effected by forwarding a copy of the same by post to the Cardmember's last known address stated in

the Account Application Form or to such other addresses notified by the Cardmember to the Bank from time to time and shall be deemed to have been served at the time of posting of the Notice and in proving delivery it shall be sufficient to prove that the same was properly addressed and put in the post despite any evidence to the contrary.

16.10 SEVERABILITY

If any of the provisions of this Agreement become 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 become impaired.

16.11 IMPLIED TERMS

Without prejudice to Clause 16.5, this Agreement embodies the entire understanding of the Parties and there are no provisions, terms, conditions, or obligations, oral or written, expressed or implied, other than those contained herein.

16.12 SUPERSEEDING AGREEMENT

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

16.13 INDEMNITY

The Cardmember must indemnify and keep the Bank fully indemnified against all claims, demands, actions, proceedings, losses, damages, costs and expenses of any nature (including legal costs on reason of or in connection with this Agreement, including without limitation:-

16.13.1 Any misuse of the Card; and/or

16.13.2 Breach of any provision of this Agreement on the part of Cardmember; and/or

16.13.3 The enforcement or protection of the Bank's rights and remedies against the Cardmember under this Agreement; and /or

16.14 RIGHT TO SET OFF AND CONSOLIDATION

The Bank may by written notice and/or any other form of notification to the Cardmember within seven (7) days in advance combine or consolidate all or any of the Cardmember's accounts with the Bank to set off or transfer any monies standing to the credit of the Cardmember's account with the Bank of whatever description and wherever located towards the reduction and/or discharge of any sum due to the Bank under this Agreement.

16.15 TAX

Upon implementation of the Goods and Services Tax ("GST") on 1 April 2015, BSN will be entitled to charge the GST on the Cardholder as required by the law.

16.16 SELECTION / ISSUE OF PIN

16.16.1 BSN will allocate a PIN to the Cardholder when the Card is issued. The Cardholder can change their PIN at any time at BSN ATMs or using special terminals located in BSN branches. If the record of the PIN is lost or stolen, the Cardholder can select a new PIN at any BSN branches.

16.16.2 The Cardholder is fully responsible for the safe keeping of the PIN and it should not be exposed to any parties in any situation or kept in a form that it is easily accessible by anyone else.

16.17 TRANSACTIONS AT POS TERMINAL

16.17.1 The Cardholder is required to authenticate the purchases at Authorised Merchants outlets in Malaysia using their 6-digit Card PIN at the POS terminal.

(a) The merchant will insert the Card into the POS terminal's card reader and enter the amount to be paid by the Cardholder.

(b) The POS terminal will prompt for a PIN, which will be the Cardholder's 6-digit Card PIN.

(c) The Cardholder will be required to enter his/her Card PIN on the machine.

(d) The merchant will hand over a copy of the sales slip along with the Card to the Cardholder.

16.17.2 The Cardholder shall ensure that the transaction amount is correct before they sign any sales slip or transaction records given to them by merchants or financial institutions, or use their Card at a Contactless Reader and before they enter their PIN at POS terminals. By signing a sales slip or transaction record or entering their PIN or otherwise using the Card at an POS terminal, the Cardholder indicates their agreement that the transaction amount is correct.

16.17.3 The Cardholder may also use the Card to make Contactless transaction through a Contactless Reader of which the maximum transaction amount per transaction is capped at RM150.00 or any other limit that may be permitted by BSN from time to time.

(Version Dated 1 JANUARY 2016)