



## BSN VISA/MASTERCARD CARDHOLDER AGREEMENT

The issuance of BSN Visa/MasterCard Credit Card (“the Card”) by Bank Simpanan Nasional which includes its successors-in title and assigns (“BSN”) to the individual named on the Card (“Cardholder”) and the use of the Card shall be subject to the following terms and conditions which shall be binding on the Cardholder immediately upon application of the Card and acknowledgement of the receipt and/or use of the Card by the Cardholder.

### 1. DEFINITIONS

1.1 In this Agreement where the context so admits the following expression shall have the meanings designated unless otherwise distinguished:-

- (a) “adequate prior notice” means the notice period of seven (7) working days, which shall be deemed to be adequate notice to Cardholder.
- (b) “this Agreement” means the agreement between the Cardholder and BSN whereby the Cardholder is issued with the Card by BSN upon the terms and conditions herein as well as the terms and conditions as contained in the Card application form signed and submitted by the Cardholder to BSN when applying for the issuance of the Card and such other terms and conditions supplemented and/or amended from time to time.
- (c) “ATM” means an automated teller machine.
- (d) “Authorised Merchants” means any retailer or any person, firm or corporation which pursuant to a Merchant Agreement agrees to accept or cause its outlets to accept the Card when properly presented.
- (e) “billing currency” means the billing currency in Ringgit Malaysia and includes its abbreviation “RM”.
- (f) “BSN” means Bank Simpanan Nasional having its main office at Wisma BSN, 117 Jalan Ampang, 50450 Kuala Lumpur.
- (g) “calendar days” means any day in the Gregorian calendar month, including weekends and public holidays.
- (h) “the Card” means all BSN Visa/MasterCard Credit Card issued by BSN to a Cardholder, which includes any other name, logo and/or trademark as may determined by BSN from time to time, unless otherwise stated and includes a Supplementary Card where the context so permits.
- (i) The list of the Card as follow:

<b>Core Credit Card</b>
BSN VISA/MASTERCARD CLASSIC CREDIT CARD
BSN VISA/MASTERCARD GOLD CREDIT CARD
BSN VISA/MASTERCARD PLATINUM CREDIT CARD

<b>Co-Brand Credit Card</b>
BSN TEACHERS MASTERCARD GOLD CREDIT CARD
BSN-AIAFAM VISA PLATINUM CREDIT CARD

- (j) “the Card Account” means the account of a Cardholder maintained at BSN pursuant to this Agreement.
- (k) “Card Account Number” means the account number allocated by BSN and embossed on the Card.
- (l) “the Cardholder” means the person to whom the Card is issued and whose name is embossed on the Card and whose signature appears thereon as an authorised user, and may include a

“Supplementary Cardholder”, where the context so permits and shall include their respective heirs, personal representatives and successors-in-title.

- (m) “the Cardholder’s Other Accounts” means the Cardholder's other banking or other accounts with BSN apart from the Card Account and includes a Cardholder's joint account with a third party.
- (n) “Contactless Reader” means a secure reader that is equipped within a POS terminal through which Visa payWave purchases may be made.
- (o) “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.
- (p) “the Credit Limit” means the limit assigned and/or granted by BSN at its absolute discretion from time to time to the Cardholder which limit may be varied by BSN from time to time by giving the Cardholder adequate prior notice before the effective date of variation.
- (q) “Finance Charge” means the Finance Charge referred to in Clause 15 hereof.
- (r) “Interest Free Period” means the period from the posting date of new Retail Transaction charged to the Card Account to the Payment Due Date in a particular Statement of Account and is applicable only to the new Retail Transaction as aforementioned.
- (s) “Late Payment Charge” means the Late Payment Charge referred to in Clause 16 hereof.
- (t) “Member Banks” means banks and financial institutions that are members of MasterCard Worldwide and Visa International of which BSN is a member.
- (u) “Outstanding Balance” means the full amount shown as due in the Statement which is chargeable, advanced or incurred resulting from the use of the Card.
- (v) “PIN” means the personal identification number of the Cardholder or Supplementary Cardholder (if any).
- (w) “POS” means point of sale terminals that permit the debiting of the Card Account for purchase transactions at Authorised Merchants outlets.
- (x) “Replacement Card Fee” means the fee payable by the Cardholder for the replacement of the Card.
- (y) “Statement” means the periodic Statement issued by BSN from time to time to the Cardholder and/or Supplementary Cardholder in respect of the Card Account which shows the transactions made by the Cardholder and/or the Supplementary Cardholder inter alia the amount chargeable, advanced or incurred, minimum amount due and the payment due date.
- (z) “working day” means a business day (excluding Saturdays, Sundays and Public Holidays) on which BSN is open for business in Kuala Lumpur.

## **2. INTERPRETATION**

- 2.1 Words importing the singular include the plural. Words importing the masculine gender include the feminine and neuter genders.
- 2.2 For the period of calculation any period of time or when an act is required to be done within a certain period of time from a specified date the period inclusive of the time begins to run from the date so specified.

## **3. ISSUANCE OF THE CARD AND SERVICES AVAILABLE**

- 3.1 The Cardholder further agrees that the tenure for the Services under this Agreement shall be for a period as determined by BSN. BSN may extend the duration from year to year or for any other period as BSN deem fit. In the event the Services are not extended by BSN, then the Services shall cease to be available on the stated expiry date and any amounts due under the Services and this Agreement up to the expiry and/or termination date of the Card shall become fully payable. The Services shall also be subject to periodic review at the discretion of BSN and any amounts due under this Agreement shall be payable on demand.
- 3.2 In addition to the above, the Cardholder agrees that the Card is issued for use in connection with the Services made available by BSN from time to time at its absolute discretion within the Credit Limit,

during the tenure of the Card (including such renewed tenure), including but not limited to the following:-

- (a) to facilitate the purchase of goods and/or services from the Authorised Merchants; and/or
  - (b) to facilitate Cash Advances/Cash Withdrawals as set out under Clause 12 hereof; and/or
  - (c) to facilitate the operation of the various banking accounts opened for the Cardholder in conjunction with the use of the Card; and/or
  - (d) to facilitate the Balance Transfer Programme, the Easy Cash Programme, the Easy Pay Plan Programme and any other programmes or Services made available by BSN from time to time; and/or
  - (e) other facilities, subject to prior written arrangement with BSN (collectively referred to as the "Services").
- 3.3 Notwithstanding the Services as stated in Clause 3.2 above, BSN shall have the absolute right to cease, replace or extend additional Services, benefits and privileges from time to time by giving adequate prior notice to the Cardholder.
- 3.4 The Cardholder also agrees covenants and undertakes that the Card shall not be used for any unlawful activities, including but not limited to illegal online banking, betting or gambling. BSN shall be entitled to terminate the Card immediately without prior notice or liability to the Cardholder if the Card is found to be used for any unlawful activity(ies).

#### **4. ACCEPTANCE OF THE CARD**

- 4.1 In consideration of BSN issuing the Card to the Cardholder and any Supplementary Card to the Supplementary Cardholder, which the Card must be signed by the Cardholder and/or Supplementary Cardholder immediately upon receipt of the same, the Cardholder and the Supplementary Cardholder agree to abide by the terms and conditions herein contained and any other terms and conditions as BSN may impose from time to time by giving the Cardholder twenty one (21) calendar days prior notice.
- 4.2 The use of the Card as a mode of payment is restricted to the Cardholder to whom the Card is issued for the use at the Authorised Merchants ATMs and bank institution authorised to accept Visa/MasterCard Cards of which BSN is a member as a mode of payment.
- 4.3 The Cardholder shall not permit or authorise any third party to use the Card and shall not transfer or otherwise part with the control or possession of the Card nor use it for any purpose unauthorised by BSN.
- 4.4 In the event the Cardholder permit or authorize any third party to use the Card or transfers or negligently or knowingly part with the control or possession of the Card or use it for any purpose unauthorised by BSN, the Cardholder will be fully responsible and liable for all transactions effected by the use of the Card. The Cardholder shall indemnify and keep BSN fully indemnified against all consequential losses, expenses or claims suffered by or brought against BSN as a result thereof.

#### **5. SIGNATURE ON THE CARD AND COMPLIANCE WITH LAWS**

- 5.1 Upon receipt of the Card, the Cardholder shall IMMEDIATELY sign on the Card (using the same signature as that appearing on the Card application form) and on any acknowledgement of receipt required by BSN and return such acknowledgement of receipt slip forthwith to BSN. The signature of the Cardholder on the Card or on any sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record and/or use of the Card and/or return of the acknowledgement of receipt slip will constitute a binding and conclusive evidence of the Cardholder entering into this Agreement with BSN.
- 5.2 The Card is not transferable and shall be used exclusively by the Cardholder. The Card may not be pledged by the Cardholder as security for any purpose whatsoever.
- 5.3 The Cardholder may at any time terminate the use of the Card by written notice to BSN and returning to BSN, the Card cut in halves across the magnetic stripe and across the chip (if the Card has a microchip embedded therein). The Cardholder shall be and remain liable for all transactions effected

through the use of the Card prior to BSN's receipt of such written notice of termination together with the Card cut in halves.

- 5.4 The use of the Card shall also be subject to BSN's prevailing conditions, rules and regulations and all other terms, conditions and regulations governing the Cardholder's Other Accounts including any exchange control regulations of Bank Negara Malaysia. The Cardholder shall at all times comply with all Applicable Laws and Regulations with regard to the use of the Card and without prejudice to the generality of the foregoing provision, the Cardholder shall ensure that it complies with all exchange control regulations of Bank Negara Malaysia and that it does not use the Card for any unlawful activities including, but not limited to, illegal "online" (as these phrases are commonly known) betting.

## **6. SUPPLEMENTARY CARD**

- 6.1 At the request of the Cardholder, BSN may at its absolute discretion issue a Supplementary Card for the use by any other person(s) nominated by the Cardholder as Supplementary Cardholder and approved by BSN provided that the use of a Supplementary Card by the Supplementary Cardholder is subject to the same terms and conditions herein. It is hereby agreed that the Cardholder shall be liable to ensure that the Supplementary Cardholder shall observe all terms, conditions and obligations herein set out. Upon termination of use of the Card under any circumstances or at the request of the Cardholder, the use of all Supplementary Cards shall also be terminated. The termination of the use of a Supplementary Card will not terminate the use of the Card provided that full payment is made on the Outstanding Balance of the Supplementary Card and the Cardholder must on or before the due date specified, pay not less than the specified minimum payment of the Card Account.
- 6.2 Notwithstanding that the Supplementary Card bears a different Card Account Number and that a separate Statement may be issued to the Supplementary Cardholder, the Principal Cardholder shall be jointly and severally liable to BSN for the use of the Card and the Supplementary Card, including all amounts incurred arising from the use of the Card and the Supplementary Card.
- 6.3 All the terms and conditions applicable herein to the Cardholder shall apply mutatis mutandis (that is, with the necessary changes) to the Supplementary Cardholder and for such purpose the term "Cardholder" and the "Card" shall be read and construed as if the terms "Supplementary Cardholder" and "Supplementary Card" were substituted thereof.

## **7. SELECTION / ISSUANCE OF PERSONAL IDENTIFICATION NUMBER (PIN)**

- 7.1 When the Cardholder receives a new or replacement Card, the Cardholder is required to activate the Card and create a preferred PIN. The PIN can be created using myBSN Internet Banking or at any BSN Branches. Instructions on PIN creation can be found in the card mailer.
- 7.2 Cardholder can change their PIN at any time. It can be done via myBSN Internet Banking, BSN ATM or at any BSN Branches.
- 7.3 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 easily accessible by anyone else.

## **8. TRANSACTIONS AT POS TERMINAL**

- 8.1 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 draft along with the Card to the Cardholder.
- 8.2 The Cardholder shall ensure that the transaction amount is correct before they sign any sales draft 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 draft or

transaction record or entering their PIN or otherwise using the Card at a POS terminal, the Cardholder indicates their agreement that the transaction amount is correct.

- 8.3 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 RM250.00 or any other limit that may be permitted by BSN from time to time.
- 8.4 Card usage for petrol transactions performed at Outdoor Payment Terminal:  
BSN Visa/MasterCard Credit Card can be used for petrol purchases at Outdoor Payment Terminal. Upon inserting the card into the card reader slot and completing the transaction, a pre-authorization amount of RM200 (subject to any changes in the future) will be charged to your BSN Visa/MasterCard Credit Card account. The pre-authorization amount will then be reversed and the actual transaction amount will be charged to your credit card upon settlement by the merchant after T (transaction) + 3 working days. You are advised to pay at the cashier's counter to avoid the pre-authorization holding amount.

## **9. USE OF CARD**

- 9.1 The Principal Cardholder shall be liable to BSN for all transactions effected by the Principal Cardholder and the Supplementary Cardholder (if any) using the Card and the Supplementary Card respectively and for all related charges billed to the Card Account(s). Notwithstanding anything else to the contrary herein contained and without prejudice to the generality of the foregoing, the foregoing liability of the Principal Cardholder shall continue to subsist notwithstanding the termination of this Agreement.
- 9.2 A Supplementary Cardholder (if any) shall only be liable to BSN on all transactions effected by such Supplementary Card and for all charges billed to the Card Account related to such Supplementary Card or the use of the same. Notwithstanding anything else to the contrary herein contained and without prejudice to the generality of the foregoing, the foregoing liability of the Supplementary Cardholder shall continue to subsist notwithstanding the termination of this Agreement.
- 9.3 To affect a credit purchase from any Authorised Merchants or a Cash Advance from the Member Banks, the Cardholder shall sign a sales or Cash Withdrawal draft, prepared by the Authorised Merchants and/or Member Banks, as the case may be. BSN shall be absolutely entitled and is hereby unconditionally authorised by the Cardholder to debit the Cardholder's relevant Card Account for the amount paid by BSN for such purchase.
- 9.4 Notwithstanding the provision set out in Clause 9.3, the Cardholder hereby unconditionally authorise BSN to purchase his unsigned sales drafts or Cash Withdrawal drafts and debit his Card Account for the payments made by BSN to the Authorised Merchants or Member Banks for such purchase, if BSN is of the opinion based on satisfactory documentary evidence, that the omission is due to the nature of the transaction or due to an oversight on the part of the Cardholder and/or the Authorised Merchants, Member Banks or otherwise shall be binding and conclusive on the Cardholder. For the purpose of Clause 9.4, any determination by BSN whether such omission is due to the nature of the transaction or due to an oversight on the part of BSN is binding and conclusive on the Cardholder.
- 9.5 BSN shall be entitled to treat its record for any transaction effected by the use of the Card including but not limited to transactions effected through the internet or any other means acceptable to BSN in its sole and absolute discretion from time to time, or by mail orders via telephone, as evidence of a debt properly incurred by the Cardholder to be debited to the relevant Card Account notwithstanding that any such record may not contain any signature of the Cardholder.
- 9.6 BSN shall at its sole discretion assign a Credit Limit to the relevant Card Account that must strictly be observed by the Principal Cardholder and the Supplementary Cardholder.
- 9.7 If the Principal Cardholder operates two (2) or more Card Accounts, a combined Credit Limit will be assigned to the Card Accounts representing the total Credit Limit extended to cover the use of all Cards held by the Principal Cardholder.
- 9.8 Notwithstanding that the assigned Credit Limit and a combined Credit Limit have been set for the relevant Cardholder, BSN may at any time at its discretion vary such a limit or restrict or refuse or

withhold the Cardholder's credit by giving adequate prior notice to the Cardholder and the Cardholder hereby acknowledges and confirms that BSN shall not be liable in any manner whatsoever to the Principal Cardholder and/or the Supplementary Cardholder, as a result of BSN exercising its right under this Clause.

## **10. RECORDS OF TRANSACTION AND BILLING CURRENCY**

10.1 BSN shall be entitled to treat:-

- (a) any sales draft, transactions record stored or recorded electronically or otherwise, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of the embossed information contained on the Card; and/or
  - (b) BSN's record of Cash Advances or of any other transactions effected by the use of the Card including but not limited to transactions effected via mail order or via the telephone or via the internet or via any other mechanical, electrical or electronic or media or devices,
- as evidence of a debt properly incurred by the Cardholder to be debited to the Credit Account notwithstanding that any such document may not contain the signature of the Cardholder or that such signature of the Cardholder (if appearing) differs from the signature of the Cardholder on the application form for the Card or in BSN's records. The Cardholder agrees that the records of BSN of any transaction effected by the use of the Card shall be conclusive and binding on the Cardholder for all purposes.

Notwithstanding the above, if BSN receives satisfactory and irrefutable documentary evidence that any transaction effected on the Card is due to fraud not occasioned or contributed by the acts and/or omissions on the part of the Cardholder and provided always that the Cardholder has complied strictly with terms and conditions contained in this Agreement, BSN may at its sole and absolute discretion release the Cardholder from its obligation to pay the debt incurred arising from the fraudulent transaction.

10.2 All debts if incurred in a currency other than the billing currency shall:-

- (a) before being debited to the Card Account, be converted into the billing currency at such prevailing rate of exchange (the exchange rate may differ from the rate charged on the date of transaction due to market fluctuation) as may be determined by Visa International/ MasterCard Worldwide as at the date of entry into the Card Account; and
- (b) be subject to an administration fee of one per centum (1%) of the amount transacted or such other rate as may be prescribed by BSN from time to time upon giving the Cardholder twenty one (21) calendar days prior notice and such charge may be debited to the Card Account; and
- (c) be subject from any fee as may charged and determined by Visa International/MasterCard Worldwide and such charge may be debited to the Card Account.

## **11. ATM TRANSACTIONS**

11.1 Cardholder should use their preferred PIN to enable the Cardholder to obtain Cash Advances and/or Cash Withdrawals via the ATM. The Cardholder shall not disclose his PIN to any other person under any circumstances.

11.2 BSN shall not be responsible or liable in any way whatsoever for any loss, damage, injury, inconvenience or embarrassment suffered by the Cardholder including but not limited to instances where the Card is not honoured or accepted for use or where the Card is retained by the ATMs or where transactions cannot be effected or are erroneously effected due to reasons not attributed to BSN's technical defects. BSN technical defects exclude breakdown, stoppage or closure, interruption or loss of power supply to ATMs.

11.3 The operating hours, type of operations, facilities and Services available to the Cardholder as well as the frequency and manner of the use of the Card to effect transactions via the ATM shall be determined by BSN from time to time in its sole and absolute discretion.

- 11.4 If the Card is used at an ATM to operate the Cardholder's Other Accounts the use of the Card on the Cardholder's Other Accounts shall also be subject to BSN's prevailing terms and conditions governing the Cardholder's Other Accounts.

## **12. CASH ADVANCES / CASH WITHDRAWALS**

- 12.1 The Cardholder may obtain Cash Advances / Cash Withdrawals in such amount as may be permitted by BSN, at its absolute discretion from time to time by the following means:-
- (a) presenting the Card at any BSN branch or any of the Member Banks together with the evidence of his identity and signing the necessary transaction record;
  - (b) use of the Card at any ATM at any BSN branch or of any other bank or institution with whom BSN has an arrangement(s) for the use of the ATM of the said bank or institution (in which case the amount of each Cash Advance will be further subject to the applicable daily withdrawal limit of such ATM); or
  - (c) for all out of country transactions via ATM and/or any of the Member Banks whereupon the exchange rates and/or the transactions fees (if applicable) imposed for such Cash Withdrawals shall be the prevailing exchange rates and/or transaction fees determined by BSN at its sole discretion from time to time. The Cardholder shall be fully responsible for ensuring that such transactions shall not violate the laws existing in the country where the transactions are carried out.
- 12.2 A Cash Advance Fee shall be charged on the amount of each Cash Advance at the rate of 5% of the amount drawn, subject to a minimum of RM10.00 (or such other amount or rate as determined by BSN from time to time at its absolute discretion). The Cash Advance Fee shall be debited to the Card Account at the date of the Cash Advance.
- 12.3 In addition to the Cash Advance Fee, a Finance Charge will be imposed at the rate of 1.5% per month, which is equivalent to 18% per annum (rate as determined by BSN from time to time at its absolute discretion) and calculated on a daily basis from the date the Cash Advance is made until full payment is received and credited into the Card Account.
- 12.4 Notwithstanding the Credit Limit, the Cardholder is only allowed to use the Card for any Cash Advance provided the amount of the Cash Advance does not exceed seventy five percent (75%) of the available Credit Limit or such other limit as determined by BSN at its sole and absolute discretion from time to time.
- 12.5 The Cardholder may request BSN to transfer funds from his Card Account to any of his other accounts held with BSN. In addition to the foregoing, the Cardholder irrevocably authorises BSN (without having to seek the Cardholder's prior consent) to debit and transfer funds from his Card Account to any of his other accounts held with BSN to honour cheques, settle any debit transactions and/or generally to place such account into funds where such account has insufficient funds. BSN may (but shall not be obliged to) transfer funds as aforesaid. Funds transferred pursuant to this clause will be treated as a Cash Advance by BSN to the Cardholder.

## **13. CREDIT LIMIT**

- 13.1 The Cardholder shall not exceed the Credit Limit and shall make good any excess thereof immediately upon receipt of the Statement and/or to such other notices by BSN showing such excess. The Cardholder further undertakes not to affect any purchases or transactions within or outside Malaysia which may cause the Credit Limit to be exceeded in aggregate.
- 13.2 Where Supplementary Card(s) have been issued, and where a prescribed Credit Limit is assigned and is made known to the Cardholder, such prescribed Credit Limit shall constitute the Credit Limit common to and shared by all the aforementioned Cards in aggregate.
- 13.3 BSN shall obtain the Cardholder's acceptance before any increase in Credit Limit. Notwithstanding the aforesaid, BSN reserves its right to reduce the Credit Limit at any time at its sole discretion due to the Cardholder's poor credit performance and/or difficulty in meeting repayments and/or any other circumstances that BSN deems fit.

- 13.4 Notwithstanding the aforesaid, the Cardholder shall remain and be liable for all his liabilities including but not limited to all purchases, Cash Advances and transactions exceeding such Credit Limit. In amplification and not in derogation of the aforesaid, BSN is not duty bound in any way whatsoever to ensure that the Credit Limit is not exceeded by the Cardholder.
- 13.5 The Cardholder shall not be entitled under any circumstances to demand that the prescribed Credit Limit or the unutilised prescribed Credit Limit be made available by BSN for the Cardholder's use. BSN shall not be under any obligation either at law or in equity to make or continue to make available the prescribed Credit Limit or the unutilised prescribed Credit Limit for utilisation by the Cardholder.
- 13.6 The availability or continuation of the prescribed Credit Limit extended to the Cardholder is subject to reviews which may be undertaken by BSN from time to time or at any time.
- 13.7 In addition and without prejudice to any of BSN's other rights contained in this Agreement, following BSN's aforementioned review BSN shall give adequate prior notice to the Cardholder and without any obligation whether at law or in equity to give any reasons therefore to vary or amend the prescribed Credit Limit of the Cardholder, particularly if there is a reduction in the prescribed Credit Limit.
- 13.8 BSN may (but shall not be obliged) at any time and from time to time contact the Cardholder to validate a transaction carried out on the Card as a measure to prevent any possible unauthorised use of the Card. In the event that BSN is unable to contact the Cardholder, BSN may (but shall not be obliged) decline the transaction without liability to BSN. In the event BSN permits the transaction to be carried out, the Cardholder shall remain liable for the charges and/or debts incurred and/or monies withdrawn.

#### **14. STATEMENT OF ACCOUNT**

- 14.1 A Statement for the Card Account will be rendered to the Cardholder once a month or at such intervals as BSN may deem fit to the last known address of the Cardholder in BSN's record and that it is hereby agreed that all such Statements shall be deemed to have been received by the Cardholder within forty eight (48) hours from the date of posting.
- 14.2 Upon receipt of the Statement, the Cardholder is deemed to have examined all entries in the Statement.
- 14.3 The Cardholder hereby expressly covenants and undertakes with BSN that the Cardholder shall notify BSN of any error, discrepancy or inaccuracy of any kind whatsoever in the Statement within fourteen (14) days from the date that the Cardholder receives or is deemed to have received the Statement. If the Cardholder does not notify BSN of any error, discrepancy or inaccuracy of any entry in the Statement then the Cardholder shall be deemed to have accepted the entries contained therein made up to the date of the last entry in the Statement as correct and as final and conclusive evidence of the facts contained therein and binding on the Cardholder and the Cardholder shall thereafter be precluded from making any claims against BSN by alleging that the said Statement contains any error, discrepancy or inaccuracy.
- 14.4 BSN shall not be obliged to furnish the Cardholder with any Statements, or copies of such Statements or sales draft or other records of transactions which relate to transactions which have occurred more than twelve (12) months from the date of the Cardholder's request.
- 14.5 Notwithstanding the minimum payment due and the Due Date, the whole of the Outstanding Balance on the Card Account including the Finance Charges and Late Payment Charges shall become due and payable upon the occurrence of the following events:-
- (a) termination of the use of the Card by BSN or the refusal of BSN to issue a replacement Card; or
  - (b) termination of the use of the Card by the Cardholder or failure to have the Card renewed.

Upon the termination of the use of the Card and the Card Account, the Finance Charge and all other fees and charges provided herein shall immediately become due and payable. For the avoidance of doubt, it shall be expressly agreed by the Cardholder and BSN that all the provisions contained herein shall continue in full force and effect notwithstanding the termination of the use of the Card. After termination of the use of the Card, BSN may continue to debit further monies (including but not limited



to the Finance Charges and other fees and charges provided herein) to the Card Account and such further monies debited shall also become due and payable immediately.

**15. FINANCE CHARGES**

- 15.1 BSN shall impose Finance Charge on the Cardholder's Outstanding Balance as permitted under Bank Negara Malaysia's Credit Card Guidelines (or such other guidelines which are issued from time to time) subject to the types of credit card and current rates which can be referred in our Card PDS at BSN's website.
- 15.2 The Cardholder will not be charged any Finance Charges during the "Interest Free Period" for at least twenty (20) calendar days commencing from the date of the current month's Statement where such Retail Transactions are posted to the Card Account. For those Cardholders who have not fully settled the preceding month's Outstanding Balance, they will not enjoy the "Interest Free Period" as aforesaid.
- 15.3 Finance Charge is imposed on the Outstanding Retail Transaction Balance that is not paid after the Payment Due Date. The Finance Charge will be calculated from the day the transactions were posted until full payment is received and credited in the Card Account.

**16. LATE PAYMENT CHARGES**

- 16.1 In the event of any delay in payment of any sum due and payable to BSN herein, the Cardholder shall be liable to pay to BSN a Late Payment Charge of one per centum (1%) of the total Outstanding Balance, (subject to a minimum of RM10.00 and maximum of RM75.00) or at any rate as may be approved by Bank Negara Malaysia from time to time. This Late Payment Charge shall be payable before, as well as after any court order or judgment is recorded. BSN shall however grant the Cardholder a grace period of four (4) calendar days after payment due date where the payment due dates fall on a weekend or a public holiday.
- 16.2 Upon the termination of the use of the Card, a Late Payment Charge will continue to be charged.

**17. FEES AND CHARGES**

- 17.1 The Cardholder hereby irrevocably and unconditionally agree to pay and authorise BSN to debit the Card Account (or where there are more than one Card Account) for the following fees and charges which may be determined or varied by BSN from time to time at BSN's absolute discretion:-

(a) Annual fee	Refer to Card PDS.
(b) Cash Advance Fee	Refer Clause 12.2
(c) Finance Charges	<ul style="list-style-type: none"> <li>• Refer Clause 15.1 for Retail Transactions</li> <li>• Refer Clause 12.3 for Cash Advances</li> </ul>
(d) Late Payment Charges	Refer Clause 16.1
(e) Sales Draft Retrieval Fee	RM5 per copy (photocopy) and RM15 per original copy in relation to any request by the Cardholder for a duplicate copy of the Sales Draft.
(f) Legal Fee	Costs and other expenses which may be incurred by BSN in the enforcement of BSN's rights and entitlement under this Agreement and the recovery of all or any part of monies owed by the Cardholder to BSN in the Card Account.

(g) Replacement Card Fee	RM50 for second and subsequent replacement Card issued (first time replacement shall be free of charge).
(h) Additional Card Statement Fee	RM5 for each additional Card Statement request by the Cardholder.
(i) Conversion For Overseas Transactions	Refer Clause 10.2
(j) Sales And Services Tax (SST)	<ul style="list-style-type: none"> <li>• Principal Card – RM25 annually per card</li> <li>• Supplementary Card – RM25 annually per card</li> </ul>
(k) Stamp duty for BSN SSP/BSN Term Deposit pledging	RM5 for every RM1,000 credit limit approved.
(l) Other fees and charges	Shall be imposed by BSN from time to time for the Services and facilities rendered to the Cardholder.

**18. CHANGES IN FEES AND OTHER CHARGES**

- 18.1 In amplification and not in derogation of BSN's rights contained in other terms and conditions of this Agreement, BSN shall communicate to the Cardholder by methods stipulated in Clause 18.2 herein, at least twenty one (21) calendar days notice prior to the effective date of any such implementation to vary the rates or method of calculation of Finance Charges, Late Payment Charges, minimum payment due, fees and other charges, and any other applicable fees or levies provided for herein.
- 18.2 The Cardholder hereby agrees that BSN shall be entitled to adopt any one or more of the following manner or methods of communication concerning changes in Finance Charges, Late Payment Charges, minimum payment due, fees and other charges, and any other applicable fees or levies including the effective date of any such change provided that such variation may not take effect retrospectively:-
- (a) by posting a notice in the premises of BSN or its Branch offices stating such changes and its effective date of change; and/or
  - (b) by way of a single publication in one or more newspapers of BSN's choice of such changes and its effective date of change; and/or
  - (c) by posting an insertion in the Statement of Account stating such changes and its effective date of change; and/or
  - (d) by posting a notice of such changes and its effective date of change to the Cardholder by way of an ordinary or registered post; and/or
  - (e) by sending notice of such changes and its effective date of change by short message service ("SMS") or electronic mail to the Cardholder or by posting the notice of such changes and its effective date of change on BSN website.
- 18.3 The communication made by BSN hereunder shall be deemed to have been received by or communicated to the Cardholder:-
- (a) on the date of posting of the notice in the premises of BSN or its Branch offices if communication is made or effected by BSN in accordance with the provision of Clause 18.2(a) above; and/or

- (b) on the date of first publication in any newspapers of BSN's choice if communication is made or effected by BSN in accordance with the provision of Clause 18.2(b) above; and/or
- (c) three (3) calendar days after the date of posting of the Statement of Account to the Cardholder if communication is made or effected by BSN in accordance with the provision of Clause 18.2(c) above; and/or
- (d) three (3) calendar days after the date of posting of the notice to the Cardholder by ordinary or registered post if communication is made or effected by BSN in accordance with the provision of Clause 18.2(d) above; and/or
- (e) on the notice of such changes are sent by SMS or electronic mail to the Cardholder or the date such notice of changes are posted to the BSN's website in accordance with the provision of Clause 18.2(e) above.

**19. PAYMENT BY BSN TO AUTHORISED MERCHANTS**

19.1 BSN shall be entitled to pay immediately an amount for which a claim or demand has been made at any time on the services provided without any reference to or further authority from the Cardholder. BSN shall not be under any duty to investigate or enquire whether any claim or demand from the Authorised Merchants for the payment on behalf of the Cardholder has been properly made notwithstanding that the Cardholder may dispute the validity of such claim or demand. The liabilities of the Cardholder shall be in no way prejudiced, affected or dismissed by the fact that BSN was or might have been justified in refusing payment of any amount claimed or demanded under the services. Accordingly, it shall not be a defence to any demand made by BSN against the Cardholder under this Agreement nor shall any of the Cardholder's obligations hereunder be affected or impaired by the fact that BSN was or might have been justified in refusing payment, in whole or in part, of the amounts so claimed or demanded under the services.

**20. PAYMENT**

- 20.1 Upon receipt of the Statement, the Cardholder shall pay to the Card Account as follows:-
- (a) to pay the Outstanding Balance on or before the Due Date as stated in the Statement; or
  - (b) alternatively, to make minimum payment as follows:-
    - (i) where the Outstanding Balance is within the Credit Limit, not less than five percent (5%) of the Outstanding Balance in the Card Account plus any previous balance due or subject to a minimum of Ringgit Malaysia Fifty (RM50) only.
    - (ii) where the Outstanding Balance is in excess of the Credit Limit, the whole of the amount in excess thereof plus the amount due under Clause 20.1(b)(i), including any previous balance due.
- 20.2 Where the Cardholder does not make payment of the Outstanding Balance (other than any Cash Advance) in full by the Payment Due Date, then BSN shall be entitled to charge the Cardholder and the Cardholder shall be liable to pay the Finance Charges as described in Clause 15 of this Agreement.
- 20.3 The Cardholder will not be charged any Finance Charges during the "Interest Free Period" from the Statement date if the Cardholder has paid the full amount of previous month's Statement Retail Transaction(s). If the Cardholder opts to pay partial or minimum payment of previous Statement, the Finance Charges on the Cardholder's unpaid Retail Transaction will be calculated from the day the transactions are posted to the Card Account.
- 20.4 If the Cardholder fails to pay to BSN an amount equal to or more than the minimum payment due above by the Payment Due Date, then, without prejudice to BSN's other rights herein contained in this Agreement, BSN shall also be entitled to charge the Cardholder and the Cardholder shall be liable to pay Late Payment Charge as described in Clause 16 of this Agreement.
- 20.5 Any payment made by the Cardholder to the Card Account shall not be subject to any deduction whether for counter-claim and/or set-off against the Authorised Merchants, the Member Banks and/or BSN, and shall be applied in the manner as BSN may at its absolute discretion deem fit.

20.6 The Cardholder undertakes that the Cardholder shall make satisfactory arrangement for payments/repayments of the Card Account in accordance with the Terms and Conditions of this Agreement at all times, including without limitation to the times when the Cardholder is absent abroad.

## **21. APPLICATION OF PAYMENTS**

21.1 All payments to BSN must be made in the billing currency. Payments by the Cardholder to BSN shall not be considered to have been made until the relevant funds have been received for value by BSN. All payment by cheques must include inland exchange commission where applicable. Failure to include such inland exchange commission shall entitle BSN to debit the Card Account or exercise its right of set-off as BSN deems fit. Payments made by the Cardholder to BSN whether by direct debit from the Cardholder's Other Accounts or otherwise will be applied to settle those balances attracting the highest interest first (and in the case of same interest rate, the order will start from the earliest to the latest transaction date) in the following order:-

- (a) in or towards repayment of all principal amount, interest charge and fee for Cash Advance; and
- (b) in or towards repayment of all principal amount and interest charge for Retail Transactions; and
- (c) in or towards repayment of all other fees and charges (e.g. annual fee, late payment fee, legal fee and etc) in such order and/or such other manner as BSN may at its sole and absolute discretion deem fit.

21.2 BSN is irrevocably authorised (but not obliged) to transfer payments from one Card Account to another Card Account (for all accounts within the same Principal Cardholder) to regularize any outstanding arrears in the other accounts.

## **22. WAIVER**

22.1 BSN's acceptance of late payments or partial payments or cheques or money orders marked as payment in full or waiver by BSN of its rights or indulgence to the Cardholder shall not operate to prevent BSN from enforcing any of its rights under this Agreement to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of this Agreement in any respect.

22.2 The rights of BSN herein contained are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights under any applicable law. The rights of BSN herein contained shall not be capable of being waived or varied, otherwise than by an express waiver or variation in writing, and in particular, any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on its part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

## **23. PAYMENT BY CHEQUES**

23.1 Cheques sent by the Cardholder as payment and which have been subsequently dishonoured may be returned by messenger or by courier or by post to the Cardholder at the Cardholder's own risk and expense. BSN shall neither be responsible nor liable to the Cardholder in the event the dishonoured cheques are lost in transit.

## **24. PREPAYMENT**

24.1 In the event the Cardholder pays BSN any amount exceeding the Outstanding Balance ("prepayment"), BSN may at any time at its absolute discretion be entitled to verify the source of the funds of the prepayment. Subject to BSN having satisfied itself with the verification, BSN, without any prejudice to any other right of BSN under this Agreement, may apply the prepayment towards the

Cardholder's payment obligation for purchases and transactions effected by the Card. Pending BSN's verification of the source of the funds of the prepayment:-

- (a) BSN reserves the right to suspend the use of the Card and/or decline any transaction attempted on the Card by the Cardholder after the prepayment; and
- (b) any sum standing to the credit of the Card Account as a result of the prepayment shall not be refundable to the Cardholder.

24.2 In the event that the source of funds from the prepayment is from another financial institution by way of a "balance transfer" arrangement or otherwise and such prepayment results in a sum standing to the credit of the Card Account, BSN may at its sole discretion refund to such financial institution such sum standing to the credit of the Card Account. Any such sum in credit shall not be released to the Cardholder but shall be utilised towards the settlement of monies due under the Card Account from purchases and transactions effected by the use of the Card.

## **25. TELECOMMUNICATION INSTRUCTIONS**

25.1 BSN may (but is not obliged) at its sole discretion accept instructions from the Cardholder over the telephone in relation to the Card, including but not limited to requests to do the following:-

- (a) change of mailing address; or
- (b) reporting of lost Card; or
- (c) replacement of lost or damaged Cards; or
- (d) changes in Credit Limit; or
- (e) other transactions which may be determined by BSN from time to time.

25.2 Prior to accepting such instructions over the telephone, the identity of the Cardholder will first be verified by BSN's representative through a security process established by BSN which may incorporate the Cardholder's personal details.

25.3 Notwithstanding Clauses 25.1 and 25.2 above, BSN may request for a written confirmation from the Cardholder of the Cardholder's instructions prior to implementing the same.

25.4 BSN shall not be liable or responsible to the Cardholder for any loss or damage however caused or suffered by the Cardholder in following or omitting to follow any or all of the instructions set out in Clause 25.1.

25.5 The Cardholder acknowledges and agrees that:-

- (a) BSN may record all telephone conversations between the Cardholder and BSN's representative; and
- (b) by the very nature of telephone conversations, BSN shall not be responsible for any overhearing of such conversations by unauthorised third parties.

25.6 The Cardholder further authorises BSN to act on his instruction given by facsimile or other means of telecommunication and any request made by the Cardholder to an Authorised Merchants or a provider of service for the supply of goods and/or services to be charged to the Card shall constitute authority for BSN to debit the relevant Card Account with such amount charged. The Cardholder hereby irrevocably agrees to indemnify BSN for all actions, claims, losses, liabilities or damages suffered by BSN in agreeing to act on the Cardholder's verbal, faxed or telecommunicated instructions.

25.7 BSN is irrevocably authorised (but not obliged) to contact and/or notify the Cardholder by electronic mail, or by telephone or SMS whereby text or other electronic messages or information are sent to the Cardholder's e-mail address or mobile phone number on record with BSN or such other e-mail address or number which BSN deems appropriate. Information sent by electronic mail or by SMS may consist of such information as BSN deems appropriate and may include (but not be limited to) reminders sent in respect of minimum payment due, the payment due date, updates on benefits, programmes and promotions and other information of general interest and/or specific to the Cardholder.

25.8 The Cardholder shall be fully responsible for the security and safekeeping of the information he/she receives.

- 25.9 The Cardholder shall notify BSN immediately upon receiving short message service (SMS) transaction alert if the transaction was unauthorised.
- 25.10 The Cardholder shall notify BSN immediately in writing of change of mobile phone number. Failure to do so, BSN may continue to send SMS to the Cardholder notwithstanding the Cardholder's instructions. BSN shall not be liable to the Cardholder for any loss or damage (direct, indirect, special or consequential), loss of business or profits, or loss or damage of any nature suffered by the Cardholder arising from or occasioned by any:-
- (a) malfunction or defect in the transmission of information for whatever reason;
  - (b) inaccuracy, incompleteness, delay or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
  - (c) wrongful, unauthorised or improper access to use or interpretation of the information transmitted;  
or
  - (d) claim for libel or slander arising from the transmission of any information.

**26. TERMINATION AND/OR SUSPENSION OF THE CARD**

- 26.1 The Card is and will be, at all times, the property of BSN and shall be surrendered to BSN immediately upon request by BSN or its duly authorised agent. BSN may withdraw, suspend and/or terminate at its absolute discretion, the Card and/or any of the Services thereby offered at least thirty (30) calendar days notice to the Cardholder prior to the withdrawal, suspension and/or termination of the Card and/or any of the Services thereby offered as it in its absolute discretion deems fit and regardless of whether or not any event of default has occurred. It is further agreed that BSN is under no obligation whatsoever to reveal the reason for the termination or suspension of the use of the Card.
- 26.2 Without prejudice to or limiting BSN's rights as contained in the foregoing, BSN may withdraw, suspend and/or terminate the Card and/or any of the Services thereby offered immediately, notwithstanding that BSN may have waived its rights on some previous occasions, upon the occurrence of any or more of the following events:-
- (a) if the Cardholder fails or defaults in the payment of any sum of money whatsoever and howsoever payable, including but not limited to the minimum payment due, any amount in excess of the prescribed Credit Limit (as mentioned in Clause 20 hereinbefore), Finance Charges, Late Payment Charges, fees and other charges, and any other applicable fees or levies provided for herein, when due and payable by virtue of and in accordance with provisions herein contained whether formally demanded or not;
  - (b) if the Cardholder commits or threatens to commit a default or breach of any of the agreements, covenants, stipulations, terms or conditions herein contained on the part of the Cardholder to be observed and performed;
  - (c) if a petition for bankruptcy is presented or an order be made for any adjudicating and/or receiving order against the Cardholder;
  - (d) if a distress or execution or other process of a court of competent jurisdiction is levied upon or issued against any property of the Cardholder and such distress, execution or other process as the case may be is not satisfied by the Cardholder within twenty-one (21) calendar days from the date thereof;
  - (e) if the Cardholder furnished false information or data to BSN;
  - (f) if a receiver has been appointed in respect of the Cardholder's assets or any part thereof or a meeting, whether formal or informal, being called by the Cardholder's creditors, or any of them or if the Cardholder enters into any scheme of repayment or arrangement with any creditor or if the Cardholder goes to *Agensi Kaunseling dan Pengurusan Kredit (AKPK)* for assistance;
  - (g) if the Cardholder allows a judgement debt obtained against him to remain unsatisfied for a period of seven (7) calendar days from the date hereof (other than a judgement debt on which the Cardholder shall have obtained a stay of execution and filed a Notice of Appeal within the time prescribed by the law);

- (h) if in the absolute opinion of BSN, the Card Account and/or the Cardholder's Other Accounts with BSN is or has not been operated satisfactorily or default of payment due thereunder have occurred;
  - (i) if an event or events has or have occurred or a situation exists which should or might in the absolute opinion of BSN prejudice the ability of the Cardholder to perform his obligations under this Agreement;
  - (j) if the Cardholder becomes insane or dies;
  - (k) if the whereabouts of the Cardholder is unknown to BSN;
  - (l) if BSN is of the view that suspicious or abnormal transactions are being carried out on the Card and such suspension and/or termination is reasonably required to prevent fraudulent or unauthorised transactions;
  - (m) if the Cardholder is found to have breached any applicable laws or regulations with regard to the Cardholder's use of the Card; or
  - (n) if the Cardholder is found to be involved in illegal activities (including but not limited to illegal online betting).
- 26.3 Irrespective of the transaction date, the Cardholder shall continue to be liable for the usage of the Card despite the return of the Card.
- 26.4 In the event the Card is terminated and/or suspended by BSN pursuant to this Agreement, the Supplementary Card shall also be terminated and/or suspended with immediate effect.

## **27. DISCLOSURE OF PIN, THEFT OR LOSS OF THE CARD**

- 27.1 Save for hereinafter provided the Cardholder shall be and shall remain liable to BSN for all goods and services supplied by any Authorised Merchants and all Cash Advances affected through the use of the Card whether or not such usage is authorised by the Cardholder. The Cardholder shall be under a duty to use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card and to prevent the disclosure of the PIN to any other person and the Cardholder shall indemnify and hold BSN harmless against any liability for loss, damage, costs and expenses (legal or otherwise) arising from the Cardholder's breach of such duty. The duty to use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card and to prevent the disclosure of the PIN to any other person includes:-
- (a) Never allowing anyone else to use the Card;
  - (b) Never writing the PIN on the Card or any item normally kept with the Card;
  - (c) Never writing the PIN in a way which can be understood by someone else;
  - (d) Never divulging / disclosing / telling PIN to anyone else;
  - (e) Not letting the Card out of the Cardholder's sight; or
  - (f) Not using the Cardholder's date of birth, identity Card number or phone number as the PIN.
- 27.2 In the event of any loss and/or theft of the Card and/or disclosure of the PIN to any other person or third party, the Cardholder shall immediately notify BSN and report to the police of such loss and/or theft of the Card and/or disclosure of the PIN to any person followed by a written confirmation to BSN together with a copy of the police report within seven (7) days from the date of the loss and/or theft and/or disclosure of the PIN to a third party. The Cardholder shall be and shall remain liable to BSN for any goods or services supplied by Authorised Merchants and Cash Advances effected by the use of the Card by any person before BSN's receipt of the Cardholder's written confirmation.
- 27.3 Cardholder will be liable for PIN based unauthorised card present transaction if you have:
- (a) acted fraudulently; or
  - (b) failure in notifying BSN soonest as reasonably practicable after having discovered the loss or unauthorised use of your Card; or
  - (c) voluntarily disclosed your PIN to another person; or
  - (d) recorded your PIN on the Card, or on anything that is kept close by with your Card.
- 27.4 Cardholder will be liable for unauthorised card present transactions which require signature verification or with a Contactless transaction, if you have:

- (a) acted fraudulently; or
  - (b) failure in notifying BSN soonest as reasonably practicable after having discovered the loss or unauthorised use of your Card; or
  - (c) left your Card or item containing your Card unattended in places visible and accessible to others; or
  - (d) voluntarily allowed another person to use your Card.
- 27.5 In the event that the Cardholder is not satisfied with BSN's decision in relation to any matter arising from this clause, the Cardholder may refer the dispute to the Ombudsman for Financial Services for resolution of the said dispute. When the lost or stolen Card is recovered, the Cardholder agrees not to use the Card which has been recovered and shall immediately return the same, cut in halves across the magnetic stripe and across the chip (if the Card has a microchip embedded therein) to BSN.
- 27.6 BSN is not obliged to issue a replacement Card to the Cardholder following its loss or theft. If BSN decides to issue a replacement Card, it will be subject to the Replacement Card Fee stated in Clause 17.1 (or such amount as may be determined by BSN from time to time). BSN reserves the right not to replace the Card in the event of any reported subsequent loss or theft of the Card.
- 27.7 In the event that a replacement Card is issued, the whole Outstanding Balance and all other debit entries constituting the Outstanding Balance in the Card Account shall be transferred to the new Card Account.

**28. RENEWAL OF THE CARD**

- 28.1 Upon the expiry of the validity period of the Card, BSN may issue the Cardholder a new replacement Card which is valid for the same period as the validity period of the original Card provided that BSN may at its sole discretion refuse to issue a new replacement Card without having to assign any reason whatsoever.
- 28.2 In the event that a new Card is issued, the whole Outstanding Balance and all other debit entries constituting the Outstanding Balance in the Card Account shall be transferred to the new Card Account.

**29. ACCOUNT CLOSURE**

- 29.1 BSN shall close the Card Account upon the receipt of a closure request from the Cardholder and upon the termination of the use of the Card or at any such time thereafter as it deems fit after giving adequate prior notice to the Cardholder without being subjected to any fees and charges imposed by BSN on the Cardholder. In connection with such closure of the Card Account, BSN shall arrange for a refund (if any) to the Cardholder within thirty (30) calendar days by way of Cashier's Order or Bank Draft to be sent by post or by any other means or such other mode of payment as determined by BSN.

**30. SET-OFF / CONSOLIDATION**

- 30.1 BSN may at any time with at least a seven (7) days prior notice combine or consolidate all or any of the Cardholder's accounts with BSN to set-off or transfer any monies standing to the credit of the Cardholder's account with BSN of whatever description and wherever located towards the reduction and/or discharge of any sum due to BSN under this Agreement. In this regard, BSN may concurrently earmark any available funds in the Cardholder's deposit accounts against the Cardholder's Outstanding Balance upon the issuance of the notice to the Cardholder.

**31. LEGAL COSTS AND INDEMNITY**

- 31.1 The Cardholder shall be liable to pay BSN and indemnify BSN against all legal costs (including but not limited to legal costs on a solicitor and client basis), charges and expenses which BSN may incur in enforcing or seeking to enforce this Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Cardholder. BSN shall also have the right to debit and/or set off from the Card Account and/or any of the Cardholder's Other Account with BSN, in order to settle any



of the Cardholder's liabilities under this indemnity, and/or to recover any monies which the Cardholder owes to BSN by reason of this indemnity.

**32. FORCE MAJEURE**

32.1 Without prejudice to any of the provisions of this Agreement, the Cardholder agrees not to hold BSN liable in the event that BSN is unable to perform in whole or in part any of its obligations under this Agreement, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond BSN's control or due to any factor in a nature of a force majeure. Any inability to meet a payment due by the Cardholder to BSN because of lack of funds will in no circumstances be treated as an event of force majeure. In the event that BSN is not able to furnish the Cardholder with the Statement pursuant to the provisions of this Agreement for any period of time, the Cardholder's liability for Finance Charges and other fees and charges shall nevertheless continue to accrue and for the purpose of computing the interest payable to BSN or establishing the due date for payment of the Finance Charges, other fees and charges and principal amount, BSN may select any day of the month as the monthly Statement date.

**33. BSN NOT LIABLE FOR ACTS OF AUTHORISED MERCHANTS AND OTHER THIRD PARTIES**

33.1 BSN shall not be responsible for the refusal of any Authorised Merchants or the Member Banks to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Authorised Merchants. Any complaint by the Cardholder must be resolved directly with the Authorised Merchants or the Member Banks concerned and no claim against the Authorised Merchants or the Member Banks may be set-off or counter-claimed against BSN. Furthermore the Cardholder agrees to be liable for the amounts incurred and will not withhold payment to BSN on account of any such complaint or under any circumstances whatsoever. Goods and services obtained against the Card shall not be exchanged or returned for a cash refund but a credit voucher shall be issued by the Authorised Merchants for this purpose. Upon receipt of any credit voucher, BSN shall credit the same into the Cardholder's Card Account. Unless the credit voucher issued is received by BSN, the Cardholder shall remain liable for the amount incurred.

33.2 In amplification and not in derogation of the aforesaid, BSN shall not for any reason whatsoever be liable for damages suffered or loss incurred by the Cardholder under any circumstances whatsoever whether or not such circumstances relate to or arise out of this Agreement including but not limited to non-acceptance for any reason whatsoever of the Card by Authorised Merchants, person or body non-acceptance by any bank or any Member Banks for Cash Advances, rejection of the Card by any ATM, non-renewal, restriction or cancellation of the Credit Limits or facilities, the listing of such Card Number in any cancellation lists or under any circumstances wherein BSN shall be obliged to act reasonably to protect its rights under the provisions of this Agreement.

**34. AMENDMENTS**

34.1 BSN reserves the right to add, delete, alter or amend any of these terms and conditions at any time and from time to time upon giving twenty one (21) calendar days prior notice to the Cardholder and they shall become effective on such date as BSN may elect to adopt such addition, deletion, alteration or amendment. At the sole and absolute discretion of BSN, notice of such additions or modifications or amendments may be affected by any one of the following means of communication:-

- (a) by dispatching the same to the Cardholder by courier or hand;
- (b) by posting a notice in the premises of BSN or its Branch offices stating such changes and its effective date of change;
- (c) by way of a single publication in one or more newspaper of the BSN's choice of such changes and its effective date of change;
- (d) by posting an insertion in the Statement of Account of such changes and its effective date of change;

- (e) by posting a notice of such changes and its effective date of change to the Cardholder by way of an ordinary or registered post; or
- (f) by sending notice of such changes and its effective date of change by SMS or electronic mail to the Cardholder or by posting the notice of such changes and its effective date of change on BSN website.

Communication to the Cardholder by any one of the above mode of communication shall be deemed to have been received by or communicated to the Cardholder in accordance with the provisions of Clause 18.3 and in the case where notice of the amendment is dispatched to the Cardholder by courier or hand on the day of delivery. Such changes will apply on the effective date specified by BSN and will apply to all Outstanding Balance in the Card Account. Retention or use of the Card after the effective date of any change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardholder.

- 34.2 This Agreement (with all ancillary agreements as time to time amended by BSN) contains, and is intended as, a complete Statement of all of the terms and arrangements between the parties hereto with respect to the matters provided for herein, and supersedes any previous agreements and understandings between the parties hereto with respect to any such matters.

### **35. SEVERABILITY**

- 35.1 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 impaired.

### **36. DISCLOSURE**

- 36.1 The Cardholder hereby expressly gives its consent to and authorises BSN as and when BSN may at its sole and absolute discretion deem fit and necessary to do the following things hereinafter set forth without reference to the Cardholder:-

- (a) to give, produce, divulge, reveal, publish or otherwise disclose, or make a record of the Cardholder's personal particulars submitted to BSN and any other information relating to the Card Account and the Cardholder's Other Accounts and the Card numbers of the new renewed or replaced Card and any other information relating to the use of the Card or any transaction effected or to be effected through the use of the Card and such other information or document whatsoever relating to the Cardholder's affairs or accounts (including the Statement of accounts in relation thereto) and any other credit facility which the Cardholder may have with BSN or other information as BSN deems fit to:-
  - (i) any person who has guaranteed or may guarantee or otherwise has provided security or may provide security in relation to the use of the Card;
  - (ii) any company, organisation, institution, association, credit bureau, credit agencies, financial institution or other entity which may be conducting a credit check on the Cardholder, the Central Credit Unit of Bank Negara Malaysia, Biro Maklumat Cek (BMC), Central Credit Reference Information System (CCRIS) or such other authority or body established by Bank Negara Malaysia, any other body or authority (governmental or otherwise) as BSN may deem fit under any applicable law, regulation, guidelines, regulatory requirement or directive (whether having the force of law or otherwise);
  - (iii) any person who BSN deems necessary for the purpose of recovering any monies due and owing from the Cardholder to BSN (including but not limited to debt collection agencies, its employees and agents); or
  - (iv) any Authorised Merchants, any officer of BSN and any of the Member Banks and/or any person or entity having a legitimate interest in the Cardholder as it relates to the use of the Card by the Cardholder.
- (b) to lodge reports (including police reports) and/or circulars and/or insert advertisements or publish or display notices (including any advertisements in any media) incorporating any or all of the

Cardholder's personal particulars, particulars of his accounts relating to the Card (including but not limited to the Cardholder's accounts and financial status) which BSN may deem necessary for the purpose of recovering any monies due and owing from the Cardholder to BSN.

- (c) to check the credit standing of an applicant for the Card and/or the Cardholder's personal particulars, dealings and credit standing with whatsoever companies, individuals, agencies, financial institutions or other bodies and to obtain therefrom such information as may be required by BSN, whether by way of oral communication or through documents.
- (d) to disclose to the Principal and/or Supplementary Cardholder the information as referred to in subparagraph (c) above and any information which BSN deems fit concerning the Card Account and the Cardholder's Other Accounts and vice versa.

BSN hereby disclaims all liability to the Cardholder for any loss or damage (direct, indirect, special or consequential) of any nature or embarrassment suffered by the Cardholder arising from or occasioned by the disclosure of any information or interpretation or use of information disclosed.

- 36.2 It should be noted that BSN must obtain express consent of the Cardholder if BSN wishes to share the Cardholder's information with any person or entity and/or any other interested party and to any third parties making enquiries with a view to enter into prospective transactions with BSN and/or the Cardholder. The Cardholder must be given the opportunity to opt-in for such disclosure of information specified by BSN.

#### **37. FURTHER DOCUMENTS**

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

#### **38. SERVICE OF NOTICE**

- 38.1 The Cardholder hereby irrevocably consents to the service of any notice under this Agreement or any court process or delivery of cheque, bank draft cashier's order or the Card or any other document or item by ordinary post or by hand or by courier service to the last known address of the Cardholder in BSN's record and such service and/or delivery shall be deemed effective three (3) calendar days after posting, if sent by post and at the time of delivery, if delivered by hand or courier. Service of court process may also be effected by any other manner permitted by the law.
- 38.2 The Cardholder must promptly notify BSN in writing of any changes in employment or business or address (office or residential) or if the Cardholder intends to be absent from Malaysia for more than thirty (30) calendar days in one stretch.
- 38.3 Pursuant to Clause 38.2 above, it is important for the Cardholder to promptly notify BSN of any changes mentioned in Clause 38.2 in order to ensure that BSN has the latest updated information of the Cardholder.

#### **39. CERTIFICATE OF INDEBTEDNESS**

- 39.1 A certificate issued by an officer of BSN as to the amount for the time being due and owing to BSN from or by the Cardholder shall be conclusive evidence against the Cardholder in any legal proceedings. Any judgment recovered by BSN against the Cardholder in respect of such indebtedness shall be binding and conclusive in all courts of law in Malaysia and elsewhere.

#### **40. CANCELLATION / SUSPENSION BECAUSE OF TERRORISM**

- 40.1 In addition and without prejudice to any other rights and remedies of BSN or the generality of any other provisions of the Agreement, BSN shall be entitled at its sole and absolute discretion to declare that:-
- (a) the Card shall be suspended, whereupon the same shall be suspended; and/or

- (b) the Card or any part thereof shall be cancelled, whereupon the same shall be cancelled; and/or
- (c) all or any principal amount, interest and other amounts whatsoever outstanding under the Card (whether present, future, actual or contingent) to be forthwith due and payable, whereupon the same shall become so payable, if any event or series of events whether related or not including but without limitation to any act of violence, terrorism, hostility or war, national emergency, rebellion, revolution, insurrection, usurpation or other calamity (whether occurring within or outside Malaysia or any other place BSN may carry on business) or other change in circumstances has or have occurred which in the opinion of BSN (which opinion shall be final and binding on the Cardholder):-
  - (i) would or might render it inadvisable or impractical for BSN to make, maintain or fund the Card facility or to continue to do so or to allow any utilisation or further utilisation of the Card facility or to comply with any of its obligations under these terms and conditions; or
  - (ii) could or might affect the ability or willingness of the Cardholder to observe or comply with any obligation on the part of the Cardholder to be complied under these terms and conditions or make it improbable that the Cardholder would be able or willing to do so.

#### **41. SUSPENSE ACCOUNT**

- 41.1 For the purposes of enabling BSN to preserve intact, the liability of any party, including the Cardholder once a writ of summons or summons has been issued or to prove in bankruptcy or insolvency of the Cardholder or for such other reasons as BSN deems fit, BSN may at any time and from time to time place and/or keep for such time as BSN may deem prudent any monies received, recovered or realised hereunder or under any other security or guarantee to the credit of the Cardholder as BSN shall deem fit without any intermediate obligation on the part of BSN to apply the same or any part thereof in or towards the discharge of the sums due and owing to BSN.

#### **42. AGENSI KAUNSELING DAN PENGURUSAN KREDIT (AKPK)**

- 42.1 For any needs of financial counselling, the Cardholder is encouraged to approach AKPK which has been established by Bank Negara Malaysia to provide free services on money management, credit counselling, financial education and debt restructuring for individuals. AKPK can be reached at 03-26167766 or visit their website at [www.akpk.org.my](http://www.akpk.org.my) for more information on financial counselling.

#### **43. APPOINTMENT OF AGENTS**

- 43.1 In amplification and not in derogation of its rights under this Agreement, BSN shall have the right, at its sole discretion, and when it deems necessary to appoint and authorise an agent of its choice on its behalf to collect all and any sums due to BSN from the Cardholder under this Agreement. Such appointment and authorisation must be made known to the Cardholder at least seven (7) calendar days in advance if the collection of sums due for the account is to be outsourced to a third party debt collection agency.
- 43.2 BSN shall inform the Cardholder the impact on the Cardholder's rights and obligations after the Card Account has been transferred to a third party debt collection agency or sold to a third party.
- 43.3 Under specific circumstances where the Cardholder is not contactable, BSN is considered to have fulfilled the obligation if such notice has been sent to the last known address of the Cardholder at least seven (7) calendar days in advance.
- 43.4 It should be noted that BSN shall provide the Cardholder with the name and contact details of the appointed third party debt collection agency or the third party in which BSN has outsourced the collection of all and any sums due to BSN from the Cardholder.

#### **44. SUCCESSORS**

- 44.1 This Agreement shall be binding upon the heirs, personal representatives and successors-in-title of the Cardholder and on the successors-in-title and assigns of BSN. For the avoidance of any doubt, in this respect BSN shall only pursue a deceased Cardholder's estate for recovery of debt.

**45. RECONSTRUCTION OF BSN**

45.1 The obligations and liabilities of the Cardholder shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of BSN or of any company by which the business of Bank may for the time being be carried on and shall be available to the company carrying on that business for the time being.

**46. TIME OF THE ESSENCE**

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

**47. LAW APPLICABLE AND JURISDICTION**

47.1. This Agreement shall be deemed to be a contract made under the laws of Malaysia and shall for all purposes be governed by and construed in accordance with the laws of Malaysia and the parties hereto hereby agree to submit to the exclusive jurisdiction of the Courts of Malaysia or the courts of such other competent jurisdiction as BSN may in its sole discretion elect to submit and further agree that service of any legal process may be effected in the manner set out herein. The Cardholder waives any objections on the grounds of venue or forum non convenience.

**48. EXCLUSION OF LIABILITY**

48.1 BSN shall not be liable to the Cardholder for any losses (including any loss of interest, expenses incurred, loss of contracts or profits or other consequential loss, whether direct or indirect) howsoever suffered whether by way of BSN's negligence (gross or otherwise), or omission or other default in relation to the Cardholder's use of the Card including but not limited to damages or loss suffered in respect of any Statement, representation or implication relating to or arising from any non-renewal or cancellation of the Card or any revocation, suspension or restriction of the use of the Card by the Cardholder.

**49. DEVELOPMENT FINANCIAL INSTITUTIONS ACT 2002 (DFIA)**

49.1 The Cardholder confirms that none of his immediate family members (i.e. spouse, parents or children) are employees of BSN and that he has not infringed Section 28 of the DFIA. The Cardholder undertakes to immediately inform BSN if such relationship is established and agrees that in the event such relationship is established or discovered, BSN has the absolute right to cancel the Card and/or Supplementary Card (if any).

**50. SUPERSEDING AGREEMENT**

50.1 All previous agreements or arrangements, if any, made between BSN and the Cardholder, either written or verbal, are hereby cancelled and superseded by this Agreement.

**51. PUBLICATION OF THIS AGREEMENT ON BSN'S WEBSITE**

51.1 A copy of this Agreement is published at our website [www.mybsn.com.my](http://www.mybsn.com.my) (or such other website which BSN may change from time to time by giving adequate notice to the Cardholder). In the event BSN changes or varies any terms of this Agreement, the amended and updated version will be posted on the BSN's aforesaid website.

**52. PRIVACY CLAUSE**

52.1 The Cardholder confirms that he/she has read, understood and agreed to be bound by BSN Privacy Notice (which is available at [www.mybsn.com.my](http://www.mybsn.com.my)) and the clauses herein, as may relate to the processing of the Cardholder's personal information. For the avoidance of doubt, the Cardholder agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.

- 52.2 In the event the Cardholder provides personal and financial information relating to third parties, including information relating to the Cardholder's next-of-kin and dependents (where the Cardholder is an individual) or information relating to the Cardholder's directors, shareholders, officers, individual guarantors and security providers (where the Cardholder is a corporation), for the purpose of opening or operating the Cardholder's account(s)/facility(ies) with BSN or otherwise subscribing to the BSN's Products and Services, the Cardholder:-
- (a) confirms that he/she has obtained their consent or are otherwise entitled to provide this information to BSN and for BSN to use it in accordance with this agreement;
  - (b) agrees to ensure that the personal and financial information of the said third parties is accurate;
  - (c) agrees to update BSN in writing in the event of any material change to the said personal and financial information; and
  - (d) agrees to the BSN's right to terminate this Agreement should such consent be withdrawn by any of the said third parties.
- 52.3 Where the Cardholder instructs BSN 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 BSN and/or the BSN's agents to enter into any cross-border transaction on the Cardholder's behalf, the Cardholder agrees to the above said disclosures on behalf of the Cardholder and others involved in the said cross-border transaction.
- 52.4 BSN may use a credit reporting/reference agency to help make decisions, for example when BSN needs to:-
- (a) check details on applications for credit and credit-related or other facilities;
  - (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Cardholder's portfolio(s); and/or recover debts. The Cardholder will be linked by credit reporting/reference agencies to any other names the Cardholder use or have used, and any joint and several applicants. BSN may also share information about the Cardholder and how the Cardholder manages his/her account(s)/facility (ies) with relevant credit reporting/reference agencies.
- 52.5 Even after the Cardholder has provided BSN with any information, the Cardholder will have the option to withdraw the consent given earlier. In such instances, BSN will have the right to not provide or discontinue the provision of any Product, Service, account(s) and/or facility(ies) that is/are linked with such information.
- 52.6 BSN reserves the right to amend this clause from time to time at the BSN's sole discretion and shall provide prior notification to the Cardholder in writing and place any such amendments on the BSN's websites and/or by placing notices at the banking halls or at prominent locations within the BSN's branches.
- 52.7 This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

### **53. TAXES**

- 53.1 All fees and charges imposed on BSN Credit Card are subjected to any taxes imposed or will be imposed by the Government of Malaysia or any other competent authority in Malaysia based on the prevailing rate