

## **AFFIN ISLAMIC VISA Debit Card Terms & Conditions**

### **CARDMEMBER AGREEMENT**

In consideration of Affin Islamic Bank Berhad 200501027372 (709506-V) ('the Bank') agreeing to make available to the Cardmember the facility offered by the Bank, the Cardmember irrevocably and unconditionally hereby agrees to the following terms and conditions.

These terms and conditions are to be read together as a whole with the Bank's General Terms and Conditions of Accounts and any other relevant Account terms and conditions, as well as other rules and regulations binding on the Bank. It is important for the Cardmember to read carefully and understand the terms and conditions printed below before using the Card. The Cardmember confirms that he has read these terms and conditions. In the event that the Cardmember does not understand these terms and conditions, the Cardmember is hereby advised to discuss further with the Bank's staff, representative or agent.

### **1. DEFINITION AND INTERPRETATION**

- 1.1 In this Cardmember Agreement (hereinafter referred to as 'this Agreement'), the words and phrases referred to below are defined as follows:

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

**"ATM"** shall mean the Automatic Teller Machine or card operated machine including but not limited to machines belonging to Affin Islamic Bank Berhad or any members of MEPS consortium or to VISA Plus ATM network.

**"ATM Transaction"** shall mean all transactions effected via the ATM.

**"Authorised Merchant"** shall mean any retail or other person, firm or corporation, which pursuant to a merchant agreement, agrees to accept or cause its outlets to accept the Card when properly presented.

**"Bank"** shall mean Affin Islamic Bank Berhad which is inclusive of its successors in title and assigns.

**"Branch"** shall mean AFFIN ISLAMIC and AFFIN BANK branches.

**"Business Day"** shall mean any day on which the Bank is open for business.

**"Card"** shall mean the AFFIN ISLAMIC VISA Debit Card issued by the Bank to the Cardmember based on the Shariah concept of *Ujrah* where the Bank imposes the service fees for the facility provided.

**"Cardmember"** shall mean a Cardmember of the Bank to whom the Card has been issued.

**"Card Account"** shall mean the AFFIN ISLAMIC Savings Account-i or Current Account-i of the Cardmember maintained with the Bank for the purpose of this Agreement.

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

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

**"Cash Withdrawal"** refers to Cash withdrawals from the Card Account at the Branch or any designated bank's ATMs and participating VISA ATMs and member banks' ATMs.

**"Contactless Transaction"** shall mean a Card Transaction that is processed without requiring the Card to be swiped and/or inserted at the Point-of-Sales terminal

**"Daily Purchase Limit"** shall mean the set maximum daily amount can be debited from Cardmembers account.

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

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

**“Halal Goods and Services”** shall mean goods and services that are permissible and in line with the Shariah Principles.

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

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

**“Statement”** shall mean the Savings Account-i or Current Account-i statement in the name of the Cardmember which will be sent to the Cardmember.

**“Transaction Receipts”** shall mean the relevant slips, forms or papers for the purpose of recording, confirming and evidencing purchases of goods and services incurred by the Cardmember through the use of the Card to be charged to the Card Account.

**VISA Plus** shall mean the interbank network that covers all VISA credit, debit, and prepaid cards, as well as ATM cards issued by various banks worldwide.

**“VISA”** or **“VISA International”** means VISA International Service Association, a company organised under the State of Delaware, United States of America.

- 1.2 Words in this terms and conditions which refer to the singular shall include the plural and the same apply in reverse; and masculine gender shall include the feminine and neuter gender and the same apply in reverse.

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

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

## **2. APPLICATION AND ACCEPTANCE OF THE CARD**

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

- 2.5 The Cardmember will create their own PIN via PIN Pad Device located at branch upon the Card application for the purpose of effecting ATM transactions and at the Electronic Point-of- Sales Terminal.
- 2.6 For Bulk Account Opening, the Bank shall issue a Temporary PIN via PIN Mailer to the Cardmember for the purpose of effecting ATM transactions and at the Electronic Point-of- Sales Terminal.
- 2.7 By accepting the Card, the Cardmember is responsible to:
  - a. abide by the terms and conditions for the use of the Card;
  - b. take reasonable steps to keep the Card and PIN secure at all times, including at the Cardmember's place of residence. These include not to:
    - i. disclose the Card details or PIN to any other person;
    - ii. write down the PIN on the Card, or on anything kept in close proximity with the Card;
    - iii. use a PIN selected from the Cardmember's birth date, identity card, passport, driving license or contact numbers;
    - iv. allow any other person to use the Card and PIN; and
    - v. act fraudulently.
  - c. notify the Bank as soon as reasonably practicable after discovering that the Card is lost, stolen, an unauthorised transaction had occurred or the PIN may have been compromised;
  - d. notify the Bank immediately upon receiving Short Message Service (SMS) transaction alert if the transaction was unauthorised;
  - e. notify the Bank immediately of any change in the Cardmember's contact number;
  - f. use the Card responsibly, including not using the Card for unlawful activity; and
  - g. check the Card Account Statement and report any discrepancy without undue delay.
- 2.8 The Bank at its discretion may refuse any Card application. The operation of the Card shall be at the discretion of the Bank.
- 2.9 By issuing the Card to the Cardmember, the Bank agrees to make available the usage of the Card to the Cardmember subject to the Terms & Conditions herein set out.
- 2.10 In the event that the Cardmember does not wish to be bound by these terms and conditions, the Cardmember shall cut the Card across the magnetic stripe and chip ensuring it is completely damaged and return immediately to the Bank, with a written notice that he is returning the Card for cancellation. Notwithstanding the cancellation of the Card, the Cardmember shall also continue to be liable for all obligations and transactions incurred prior to such cancellation as well as for any and all antecedent breaches of this Agreement. No refund of the annual fee and service tax any part thereof will be made to the Cardmember.

### **3. USE OF THE CARD**

- 3.1 The Cardmember shall use the Card only to affect the retail purchase and payment at or for Shariah compliant outlets, goods and services only. The Cardmember acknowledges and agrees that where the Card is used for payment at non-Shariah compliant outlets, goods and services, the Bank has the right to suspend and/or terminate usage of the Card without notice and assigning any reason thereto.
- 3.2 The Card will not be allowed to be used for purchasing or acquiring of non-Shariah compliant goods and services by excluding non-Shariah compliant merchant category code ("MCC") as illustrated in section 9 of this terms and conditions.
- 3.3 The Cardmember is allowed to purchase goods and services online and to access cash at ATMs which display MEPS and VISA or VISA Plus for the withdrawal of cash from the Accounts. Nevertheless, the Cardmember may use the Card outside Malaysia for the cash withdrawal from Accounts at any ATMs which display MEPS and VISA or VISA Plus logo as there is the equivalent amount of cash balance in the Accounts at the point of transaction or withdrawal and subject to such limit as may be determined by the Bank.

- 3.4 To affect a purchase using the Debit Card at any Authorised Merchant, the Cardmember may authorise the Card Transactions by

- a. inserting PIN at the Point of Sales terminal; or
- b. performing Contactless transactions.

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

- 3.5 Any cash withdrawal by the Cardmember will be directly debited from the Account. The Cash Withdrawal limit is defaulted at RM3,000 subject to a maximum limit of RM5,000 in accumulated total per day and a maximum limit of RM1,500 per withdrawal transaction. The limit may be changed by the Bank from time to time. The Cardmember may change the Cash Withdrawal Limit setting by visiting our AFFIN ISLAMIC/AFFIN BANK branches or ATM's of the Bank.
- 3.6 The daily purchase limit will be set on default at RM5,000 and subject to a maximum limit of RM10,000 in accumulated total per day. The Cardmember may change the daily purchase limit setting by visiting AFFIN ISLAMIC/AFFIN BANK branches or ATM's of the Bank.
- 3.7 Debit Transaction shall be deemed to be cash withdrawal transactions and the Cardmember hereby authorised the Bank to debit his/her Account for the total amount of the bills incurred by the use of the Card.
- 3.8 The Cardmember acknowledges that the balance reflected through the ATM, the internet or such other terminals or channels that is available to the Cardmember shall not include deposits which have not been verified by the Bank and cheques issued by the Cardmember which have not been processed by the Bank. The balance reflected through the ATM, the internet or such other terminals or channels that are available to the Cardmember shall not be taken as conclusive of the state of the Cardmember's Account.
- 3.9 The Cardmember shall accept full responsibility for all transactions made by the use of the Card, whether with or without his/her knowledge or authority, and the Cardmember accept the Bank's record of transaction as conclusive and binding for all purposes. The Cardmember further agrees to waive any and all rights and remedies against the Bank in connection thereto. Any transfer of funds made through the ATM machine shall be deemed to be final and settled once the ATM machine has successfully executed the instruction to debit the Cardmember's account and credit the beneficiary's account.
- 3.10 If the Cardmember uses the Card to purchase goods and/or services through the online internet sites or portals, the Cardmember shall be solely responsible for the security of such usage at all times. Where applicable, the Cardmember will be required to enter a One Time Password (OTP) delivered via Short Message Service (SMS) that will be sent to the Cardmember's registered mobile number. The Cardmember agrees that the entry of the Card information on the internet shall be sufficient proof of the authenticity of such instructions.
- 3.11 The Cardmember is allowed to set own preferred threshold amount for the SMS on contactless transaction alert setting by visiting AFFIN ISLAMIC/AFFIN BANK branches.
- 3.12 All the debit transactions reflected in the Cardmember Account are in real time of which enable the Cardmember to verify the transaction instantly via internet banking.
- 3.13 The Bank shall be entitled to treat the Bank's record of any transaction effected by the use of the Card including but not limited to the transactions effected via internet, mail order, telephone or at specific point of sale terminal including but not limited to the transactions at the petrol kiosk and/or through such other modes that may be introduced/implemented from time to time as evidence of transaction properly effected by the Cardmember to be debited to the Account of the Cardmember.

- 3.14 With the activation of magnetic stripe for Cross Border (overseas) transaction, the Cardmember shall
- accept full responsibility for the risk of cloning of the Card.
  - change his/her Personal Identification Number (PIN) upon returning to Malaysia after performing any cash withdrawal overseas (Indonesia, Singapore, Thailand and China); and
  - check his/her account transaction upon returning to Malaysia and de-reactivate ATM Regional Link facility at any AFFIN ISLAMIC/AFFIN BANK branches or ATM's of the Bank.

#### **4. CHIP AND PIN – PIN and use of the card where applicable**

- 4.1 For the purpose of effecting ATM and Debit Transactions with the Card, the Cardmember is required to select PIN via PIN Pad Device located at branch upon the Card application.
- 4.2 For Bulk Account Opening, the Bank will allocate a Temporary PIN to the Cardmember via PIN Mailer. The Cardmember upon receipt of the Temporary PIN shall change the Temporary PIN at the Bank's own ATMs and/or other secured channels permitted by the Bank.
- 4.3 If the Cardmember has forgotten his/her PIN, the Bank will issue the replacement of the Card upon the Cardmember's request.
- 4.4 In the event of lost or theft of the Card, or PIN number is revealed to any other person, the Cardmember shall immediately notify the Bank follow up in writing accompanied with a police report. A new Card and PIN will be issued upon request from the Cardmember. The Cardmember is not able to use his/her existing PIN with a replacement Card.
- 4.5 The Cardmember must keep his/her PIN secret and shall not disclose his/her PIN to any other person under any circumstances. In the event of the PIN being disclosed to any party, the Cardmember shall immediately notify the Bank and follow up in writing accompanied with a police report.
- 4.6 In selecting the Cardmember's PIN, the Cardmember SHALL NOT select a PIN which is obvious or predictable, including those which:
- represents his/her birth date;
  - being an alphabetical PIN, is a recognisable part of his/her name;
  - consists of sequential numbers (for example 123456, 654321 etc);
  - consists of all numbers being the same (for example 111111); or
  - consists of repeated numbers (for example, 112233, 123123).
- 4.7 The Cardmember must ensure that the transaction amount is correct before signing any Transaction Receipts or transaction records and before entering the Cardmember's PIN at any electronic Point-of-Sale Terminals which requires the entry of the Cardmember's PIN. By signing a Transaction Receipts or transaction record or entering the Cardmember's PIN or otherwise using the Cardmember's Card at any electronic Point-of-Sale Terminals, the Cardmember is deemed to have agreed to the transaction and confirmed the amount is correct.
- 4.8 The Cardmember consents and agrees that the PIN will serve as a means of authenticating and verifying the Cardmember's transactions under these terms and conditions at the Electronic Point-of-Sales Terminal.

#### **5. CONTACTLESS TRANSACTIONS**

- 5.1 MCCS Contactless – a Contactless payment method via MyDebit network that can be performed at any Point-of-Sales terminal which displays MCCS Contactless logo.

- 5.2 VISA Paywave – a Contactless payment method via VISA network that can be performed at any Point-of-Sales terminal which display VISA Paywave logo.
- 5.3 Each Contactless Transaction is capped at RM250 per transaction. In the case where the Contactless Transactions have either exceeded the threshold of RM250 for each Contactless Transaction and/or have reached the cumulative Contactless Transaction limit per day, of RM250, the Cardmember is required to insert the PIN at the point-of sales terminal before proceeding with the transaction.
- 5.4 Cardmember is allowed to set their preferred contactless transaction limit and cumulative daily limit setting by visiting AFFIN ISLAMIC/AFFIN BANK branches or ATM's of the Bank.
- 5.5 The Contactless Transactions are subject to the Daily Purchase Limit.
- 5.6 Cardmember is allowed to turn-off or opt-out from Contactless functionality by visiting AFFIN ISLAMIC/AFFIN BANK branches.
- 5.7 With the activation of 'Contactless' purchase function in MyDebit and VISA card, the Cardmember shall
  - a. accept full responsibility for the risk of 'PIN less' purchase transaction at any Point of Sales (POS) terminal; and
  - b. ensure the MyDebit and VISA is always in his/her custody and not to surrender to any third party to allow the 'contactless' transaction at any 'contactless' device terminal.

## **6. TELECOMMUNICATION INSTRUCTIONS**

- 6.1 The Bank shall verify the Cardmember's identity through a security process established by the Bank (which may be changed from time to time).
- 6.2 Unless the loss or damage is directly caused by the Bank's negligence, default or fraud, the Bank shall not be liable or responsible to the Cardmember for any loss or damage in following or omitting to follow such instructions.
- 6.3 The Cardmember shall acknowledge the following:
  - a. The Bank may record all telephone conversations between the Cardmember and the Bank's representatives for the purposes of monitoring and reviewing in order to prevent any confusion from arising; and
  - b. The Bank should not be responsible for the telephone conversation being overheard by unauthorised third parties.
- 6.4 Authorisation for Telephone, Mobile Phone, Email and Facsimile Instructions:
  - a. The Cardmember authorises the Bank to rely upon and act in accordance with any notice, instruction demand or other communication that may be given by telephone, email or facsimile by the Cardmember or on his/her behalf ("Instruction") and the Bank shall be entitled to treat the instructions as fully authorised by the Cardmember and the Bank shall be entitled to take such steps in reliance upon the instruction as the Bank may consider appropriate.

## **7. RESPONSIBILITY AND LIABILITY**

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

- 7.2 In the event of loss and/or theft of the Card and/or disclosure of the PIN to any unauthorised person, the Cardmember shall immediately notify the Bank by telephone, e-mail, facsimile or written notification. A copy of police report must be submitted to the Bank within seven (7) calendar days from the date the unauthorised transaction(s) is occurred.
- 7.3 The Bank shall hold the Cardmembers liable for:
- a. Card-present unauthorised transactions which require PIN verification, where it has been proven that the Cardmember has:
    - i. acted fraudulently;
    - ii. delayed in notifying the Bank as soon as reasonably practicable after discovering the loss or unauthorised use of the Card;
    - iii. voluntarily disclosed the PIN to another person; or
    - iv. recorded the PIN on the Card, or on anything kept in close proximity with the Card, and could be lost or stolen with the Card.
  - b. Card-present unauthorised transactions which require signature verification or the use of a contactless Card, where it has been proven that the Cardmember has:
    - i. acted fraudulently;
    - ii. delayed in notifying the Bank as soon as reasonably practicable after discovering the loss or unauthorised use of the Card;
    - iii. left the Card or an item containing the Card unattended, in places visible and accessible to others, except at the Cardmember's place of residence. Cardmembers are expected to exercise due care in safeguarding the Card even at Cardmember's place of residence; or
    - iv. voluntarily allowed another person to use the Card.
  - c. e-banking transactions, where it has been proven that the Cardmember has:
    - i. acted fraudulently;
    - ii. deliberately disclosing the access identity (ID) and passcode to any other person, via unsolicited emails or on any website other than the official website of the Bank;
    - iii. not taken reasonable steps to keep security device secure at all times; or
    - iv. failed to carry out the obligation to report a breach of the security of a pass code or the loss of a security device to the Bank as soon as reasonably practicable, upon the Cardmember becoming aware of the breach or loss respectively.
  - d. Direct debit or a Card-not-present transactions, where it has been proven that the Cardmember has:
    - i. acted fraudulently; or
    - ii. failed to carry out the obligation to report any unauthorised transaction to the Bank as soon as reasonably practicable, upon the Cardmember becoming aware of the unauthorised transaction.
- 7.4 The Cardmember shall immediately inform the Bank if the Cardmember is aware of any unauthorised/suspicious transactions. The Bank can be contacted for the purpose via Call Centre at 03 8230 2222.
- 7.5 The Cardmember shall advise the beneficiary of the transfer on his/her own as the Bank will not do so. All transactions arising from the use of the Card to operate a designated joint account shall be binding on all the account holders jointly and severally. The Cardmember shall not hold the Bank liable in any way for any loss, damage or injury arising from the use of the Card howsoever caused by any mechanical defect in or malfunction of the ATM or the Card not being honoured or otherwise.
- 7.6 The Cardmember shall be liable for all Cash Withdrawals transacted through the ATM.
- 7.7 The Cardmember agree and undertake to pay all such charges as the Bank may in its discretion impose from time to time in respect of the issuance / replacement / annual card fee and for transactions performed by the Cardmember with the use of the Card.

- 7.8 The Bank may, at the request of the Cardmember, replace the lost or stolen Card upon payment of replacement penalty of RM12.
- 7.9 All replacement and renewals of the Card shall be subject to the terms and conditions which are in force at the date of replacement or renewal.
- 7.10 The Cardmember shall cut the Card across the magnetic stripe and chip and return the Card immediately upon cancellation, revocation or suspension (demand by the Bank) or upon discovery of the Card after notification of its loss and shall not have any further right to use the Card.
- 7.11 The Bank's record of any transaction effected by the use of the Card shall be conclusive and binding against the Cardmember.
- 7.12 All disputed transactions will be investigated and the outcome will be communicated to the Cardmember in due course. Request for immediate refund is, however, subject to the Bank's discretion.
- 7.13 The Cardmember shall be liable for all transactions charged to the Cardmember.
- 7.14 Cardmember is not allowed to use his/her Card for any unlawful activities such as illegal online betting. The Bank may, at its discretion at any point of time with adequate prior notice, decide not to renew, cancel, revoke the Card or suspend or restrict the use of Card by the Cardmember if the Cardmember is found to have used the Card for unlawful activities.
- 7.15 The Cardmember shall use the Card only to effect retail purchase and payment of Shariah compliant Goods and Services only.
- 7.16 The Cardmember acknowledges and agrees that where the Card is used for the payment of non-Shariah compliant goods or services, the Bank has the right to suspend and/or terminate usage of the Card and the Cardmember are fully liable for all the non-Shariah compliant transactions.
- 7.17 All payments for purchases of goods or services effected by the use of the Card, annual fees and other charges shall be debited to the Card Account and reflected in the Statement for Statement based Savings Account-i and Current Account-i or updated over the counter for passbook based Savings Account-i.
- 7.18 The records and entries of Card Account appearing in the Statement shall be deemed to be correct and binding on the Cardmember unless notification by telephone, email or written notification accompanied with a police report received by the Bank within 14 days from the Statement Date.
- 7.19 The Bank shall make any adjustment and rectification of the Cardmember's account (if any) upon receipt of the Cardmember's notification.
- 7.20 For pre-authorised transactions e.g. petrol and hotel accommodation, the amount authorised will be deducted from Cardmember's Current Account-i or Savings Account-i and adjusted subsequently upon settlement of the actual amount used.
  - a. For petrol transaction at automated fuel dispenser, RM200 pre-authorisation amount will be charged to the Card Account when Cardmember make payment using the Card. The Bank will only post the exact amount of transaction and release any extra hold amount from Cardmember's Current Account-i or Savings Account-i within three (3) working days after the transaction date.
  - b. For hotel transaction, pre-authorisation amount (depends on the duration of stay) will be charged during check-in to the hotel. The pre-authorisation amount will be deducted from Cardmember's AFFIN ISLAMIC Current Account-i or Savings Account-i and adjusted subsequently upon settlement of the actual amount used or not later than 30 days from the transaction date, whichever is earlier.

- 7.21 In the event that there is insufficient available balance in the Account to pay for any Transaction or other amount payable from the Account, including any fees, charges or other payments due to the Bank, the Bank may in its discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Cardmember with the Bank, to the Account.
- 7.22 Notwithstanding anything herein to the contrary, in the event that there is insufficient available balance in the Card Account to pay for any transaction or any other amount payable from the Card Account including any fees, charges or other payments due to the Bank, due to any reason including any erroneous approval given or any mistake on the part of the Bank such as wrongly crediting any amount to the Card Account or wrongly debiting any amount to the Card Account or due to any other mistake or error, the Cardmember agrees that the Bank has the right to make the necessary adjustment or rectification and to debit the Card Account accordingly and the Cardmember hereby irrevocably and unconditionally agrees to pay any amount debited to the Card Account.
- 7.23 The Bank reserves the right at any time to cancel or suspend the use of the Card or to refuse reissue, renewal or replacement of such Card without assigning any reason(s) thereto with or without prior notice. The Cardmember shall not use the Card after he/she have been notified of its cancellation or suspension by the Bank and the Cardmember undertakes to return the Card immediately to the Bank upon such notification. The Cardmember may terminate this Agreement upon giving notice in writing or upon closing his/her account with the Bank and the Cardmember hereby undertakes to return the Card immediately to the Bank.
- 7.24 In the event of any mistake or error or for any other reason, an adjustment needs to be made to the Card Account to reflect the correct amount, the Bank shall be entitled to make any adjustment accordingly and the Cardmember hereby irrevocably and unconditionally agrees to pay any amount debited to the Card Account.
- 7.25
- Wherever applicable, the Cardmember shall comply with the Notices on Foreign Exchange Administration Rules (Foreign Exchange Administration Rules) issued by Bank Negara Malaysia (BNM) in respect of any transactions, including overseas transactions, as made available in BNM's website.
  - The Cardmember authorises the Bank to take any steps to comply with the relevant and prevailing Foreign Exchange Administration Rules and rules issued by Bank Negara Malaysia from time to time in respect of any Card transactions. Where applicable, the Cardmember shall comply with the prevailing Foreign Exchange Administration Rules issued by Bank Negara Malaysia and use the Card within the limits and provisions imposed by Bank Negara Malaysia as the 'Exchange Control Authority'.
  - The Cardmember shall be responsible for complying with such regulations and limits, and amendments thereto and the Cardmember shall indemnify and hold the Bank harmless from and against all claims, liabilities and damages arising from the Cardmembers' failure to so comply unless the claims, liabilities and damages are directly caused by the Bank's negligence, default or fraud.
  - The Cardmember shall be responsible for any violation or non-compliance of such regulations and any amendment to the regulation.

## 8. FEES & CHARGES

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

<b>Annual Fee</b>	First year: WAIVED. Subsequent year: RM12.00 per annum (p.a.) RM8.00 (Applicable to Basic Saving Account-i and Basic Current Account-i)
<b>Replacement Card</b>	<ul style="list-style-type: none"> <li>Due to lost/stolen card, loss of PIN or card damaged by Cardmember - RM12.00</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Due to faulty card returned on technical defects or recalled by the Bank for replacement – Exempted</li> <li>▪ Due to fraud transaction or card information compromised – Exempted</li> </ul>
<b>Balance Enquiry Fee via AFFIN ISLAMIC and AFFIN BANK ATM</b>	Without Charge
<b>Withdrawal Fee via AFFIN ISLAMIC and AFFIN BANK ATM</b>	Without Charge
<b>Withdrawal Fee via other Banks ATM/MEPS</b>	<ul style="list-style-type: none"> <li>▪ RM1.00 per withdrawal at Local MEPS member bank ATM including Kuwait Finance House and Al-Rajhi Bank.</li> <li>▪ RM1.00 per withdrawal at Local Foreign Bank ATMs (Citibank, Standard Chartered, UOB, HSBC &amp; OCBC) via MEPS network</li> <li>▪ RM12.00 per withdrawal at Cross Border MEPS member bank (Indonesia, Singapore, China &amp; Thailand)</li> <li>▪ RM12.00 per withdrawal via VISA network.</li> </ul>
<b>MEPS Instant Transfer (IBFT) via ATM</b>	<ul style="list-style-type: none"> <li>▪ RM0.01 – RM5,000 = fee waiver</li> <li>▪ RM5,000.01 – RM50,000 = RM0.50 per transaction</li> </ul>
<b>Interbank GIRO via ATM</b>	RM0.10 per transaction
<b>Copy of sales draft</b>	RM10.00 per copy
<b>Overseas Transaction Conversion Fee</b>	Where the Cardmember uses the Card outside Malaysia, the transaction incurred will be converted to Ringgit Malaysia where the exchange rate is determined by VISA International at the date it is processed by VISA International plus up to 1% foreign exchange spread (previously known as administration cost).

- 8.2 Any other reasonable fees and charges imposed by the Bank from time to time for services and facilities rendered to the Cardmember by giving the Cardmember 21 days prior notice before the effective date of the implementation.
- 8.3 Service Charge and the rate to be determined by the Bank from time to time at its discretion for services rendered costs and expenses incurred by giving 21 days prior notice before the effective date of the revised charges or rate.
- 8.4 Legal fees (on Solicitor and Client basis) and other expenses incurred by the Bank in the enforcement of the Bank's right and entitlement and the recovery of monies owed by the Cardmember to the Bank under his/her Card Account.
- 8.5 Notwithstanding the above provisions, the Bank shall be entitled at its discretion to vary the rate or method of calculation of the annual fees, handling charges, additional charges, finance charges, the specified minimum payment and/or late payment penalty from time to time by giving 21 days prior notice to the Cardmember.

## 9. SHARIAH NON-COMPLIANT MERCHANT CODES

- 9.1 AFFIN ISLAMIC VISA Debit Card can only be used for the purchase of Shariah-compliant Goods and Services. The Debit Card shall not be used at any merchants who are in the business of providing non-Shariah compliant Goods and Services and/or for any non-Shariah compliant transactions categorised by the following Merchant Category as per below:

Merchant Codes	Merchant Transactions
5921	Package stores, beer, wine and liquor
5993	Cigar stores and stands
7273	Dating and escort services
7995	Gambling transaction
7802	Gambling (Horse racing, dog racing)
7800	Government - Owned Lottery (U.S Region Only)
7801	Internet Gambling
9406	Government – Owned Lottery (Specific Countries)

- 9.2 The above list of non-Shariah compliant merchants/non-Shariah compliant activities shall be updated from time to time as and when the list varied.

## 10. DISPUTES

- 10.1 For the avoidance of doubt, any claims and/or disputes the Cardmember may have against any financial institutions, Authorised Cash Outlet or Merchant shall not relieve the Cardmember of his/her obligations and liabilities in respect of the affected Transactions. Further, the Cardmember shall undertake not to involve the Bank in any such claim and/or disputes or legal proceedings against the said financial institutions, Authorised Cash Outlet or Merchants.
- 10.2 Any complaints about goods or services purchased with the Card must be resolved directly by the Cardmember with the Merchant or Authorised Cash Outlets concerned.
- 10.3 The Cardmember must contact and update the Merchant directly on any cancellation of the Card in respect to any recurring billing or standing instruction agreed between the Merchant and the Cardmember. The Cardmember agrees that any claim or dispute relating to the recurring billing or standing instruction must be forwarded directly to the Merchant, and the Bank will not be responsible in any way for such matters.
- 10.4 The Bank will not entertain any request from the Cardmember to hold, stop or suspend any transaction billings, settlements or payments related to any complaints, claims or disputes by the Cardmember against any Merchant or Authorised Cash Outlet.
- 10.5 The Cardmember shall notify the Bank of any error in the Cardmember's Statement of account or possible unauthorised transaction(s) in relation to the Card within 14 days from the Statement Date.
- 10.6 The Cardmember shall make such notification immediately upon receipt of the Bank's letter or Account Statement directly to lodge a report by completing the Cardmember complaint form at any of the nearest Branch or e-mail to [yourvoice@affinbank.com.my](mailto:yourvoice@affinbank.com.my) or call:
- b. AFFIN BANK/AFFIN ISLAMIC Careline at 1 800 88 3883; or
- c. Call Centre at 03 8230 2222

## 11. EXCLUSION OF LIABILITY

- 11.1 The Bank shall not be liable for damage suffered or loss incurred due to the Cardmember's negligence.
- 11.2 The Bank shall not be liable for any loss or damage caused to the Cardmember arising from the act or omission of any Authorized Merchant of VISA International.

- 11.3 The Cardmember may handle any claim or dispute directly with the Merchant or VISA International.
- 11.4 The Bank shall not be liable if any Merchant varies the price for same goods and services purchased with the Card.
- 11.5 The Bank shall not be liable if any financial institutions or Merchant refuses to accept or honour the Card.
- 11.6 The Bank shall not be liable or disputes in respect of any goods and/or services purchased with the Card.

## **12. RIGHTS OF PARTIES**

- 12.1 The Bank shall have the right at its discretion:
  - b. To restrict or limit the Cardmember's daily spending limit or refuse and otherwise withhold the Card Account.
  - c. To refuse to reissue, renew and replace the Card with prior notice if the Cardmember is found to have used the Card for unlawful activities or Cardmember's Card Account is not or has not been operated satisfactorily.
  - d. To check the Card Account of an applicant for the Card and Cardmember at any time as and when the Bank deems fit with prior notice to the Cardmember.

## **13. OVERSEAS TRANSACTION AND CARD-NOT-PRESENT (CNP) TRANSACTION**

- 13.1 The Cardmember shall not be allowed to perform any Overseas Transactions and/or Card-Not-Present Transactions unless Cardmember notify the Bank in advance of his/her intentions to use the Card for overseas transactions. The Cardmember is required to activate the Card prior to his/her visit or departure by visiting our nearest AFFIN ISLAMIC/AFFIN BANK Branches or ATM's of the Bank, failing which, the said Overseas Transactions and/or Card- Not-Present Transactions will be rejected.
- 13.2 The Cardmember may use the Card to perform transaction(s) outside Malaysia where there are authorised Merchants and/or authorised cash outlets via VISA and VISA Plus network.
- 13.3 The Cardmember may use the Card for Cash Withdrawals through designated ATMs with VISA logo and shall ensure that all inter-country transactions by the Cardmember via ATMs shall not violate the laws existing in the country where the transaction is done.
- 13.4 Where the Cardmember uses the Card outside Malaysia, the transaction incurred will be converted to Ringgit Malaysia where the exchange rate is determined by VISA International at the date it is processed by VISA International plus 1% foreign exchange spread (previously known as administration cost).
- 13.5 In the event the PIN is not supported or executable for overseas transaction, the Cardmember's signature is required by the Authorised Merchant at the attended Electronic Point-of-Sale Terminal.

## **14. TERMINATION**

- 14.1 The Bank may terminate the Agreement comprised in these terms and conditions by notifying in writing to that effect at any time.
- 14.2 The Cardmember may terminate the Agreement comprised in these terms and conditions by notifying the Bank in writing, cutting the card in half through the magnetic strip and chip and returning the Card to the Bank.

- 14.3 Such termination shall be effective, subject to the provision of the following paragraph of these clauses, upon receipt by the other party of such notice:
- b. The Cardmember fails to perform and/or observe any of the Terms and Conditions herein governing the use of the Card; or
  - c. The Bank with adequate prior notice suspends, terminates or withdraws the Cardmember's right to use the Card upon occurrence of any of the following:
    - i. The Cardmember dies or becomes insolvent, commits an act of bankruptcy or in the case of the Cardmember being a company, a petition is presented for its winding up or a resolution is passed for its voluntary winding up;
    - ii. The Cardmember fails to pay any other indebtedness owed to the Bank when due;
    - iii. If in the opinion of the Bank, the Cardmember's Card Account with the Bank (including any other account the Cardmember may have with the Bank or any other institution) is not or has not been operated satisfactorily and/or if the Cardmember commits or threatens to commit a default of any provision of any agreement, or security relating to other accounts or financing facilities granted by the Bank or any other institution to the Cardmember or other party in which the Cardmember is a guarantor, or chargor or assignor;
    - iv. Any order for execution, writ of attachment, garnishment or any other legal proceeding is issued against the Cardmember;
    - v. An event has occurred or a situation exists which could or might in the sole and absolute opinion of the Bank:
      - Prejudice the ability of the Cardmember to perform his/her obligations herein; or
      - Prejudice the repayment of any amount due to the Bank.
  - d. or the Cardmember cancels the Card.
- 14.4 The Agreement comprised in these terms and conditions shall be deemed to remain in full force and effect if and when in so far as any transaction is completed but not debited to the account prior to termination thereof.
- 14.5 Termination of the Agreement comprised in these terms and conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.
- 14.6 The Bank's rights and remedies against the Cardmember shall survive such termination.
- 14.7 Upon termination, the Bank shall be entitled to take legal action against the Cardmember to recover any amount owing by the Cardmember under this Agreement, including any fees, charges or other payments due to the Bank and the Cardmember shall be liable to pay for the costs incurred by the Bank (including legal fees on solicitor and client basis).
- 14.8 The parties hereto agree that service of any legal process, including summons, shall be served to the other party by hand or sent by prepaid post to the other party's address as stated in the Bank's card application form or to such other address notified by the Cardmember to the Bank from time to time and such service shall be deemed to have been duly received by the Cardmember 3 days after posting.
- 14.9 Upon termination, the Bank may also cancel the Card Account if it deems necessary to do so and such discretion shall not be challenged by the Cardmember.

## 15. MISCELLANEOUS

- 15.1 **LAW**  
This Agreement shall be governed by and construed in accordance with the Laws of Malaysia and Shariah Principles. The Cardmember hereby agrees to submit to the jurisdiction of the Courts of Laws in Malaysia. The Cardmember hereby agrees that service of any process may be affected by posting the same to the Cardmember in the manner set out in clause 15.8.

**15.2 WAIVER**

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

**15.3 PRESERVATION OF RIGHT AND ENTITLEMENT**

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

**15.4 VARIATION OF AGREEMENT**

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

**15.5 DISCLOSURE**

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

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

**15.6 NOTICE AND COMMUNICATION TO THE BANK**

- a. The Cardmember hereby undertakes to inform the Bank promptly in writing of any changes of the Cardmember's, Cardmember's personal details, residential address, telephone numbers and/or employment and business.
- b. Any statement of account 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 addresses notified by the Cardmember to the Bank from time to time and shall be deemed to have been duly received by the Cardmember within seven (7) working days of posting. Any failure on the part of the Cardmember to notify any change of his/her address resulting delay or return of any statement, correspondence and notice shall not prejudice the Bank's rights and entitlement under this Agreement.
- c. The last known address and contact number of the Cardmember shall be the correct address and contact number of the Cardmember in the absence of any acknowledged change of address and contact number by the Bank. Burden is on the Cardmember to prove that the Bank has acknowledged and effected the changes, if any.

**15.7 FURTHER DOCUMENTS**

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

**15.8 SERVICE OF NOTICE**

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

**15.9 CERTIFICATE OF INDEBTEDNESS**

A Certificate of Indebtedness issued by the Bank shall be final and conclusive evidence in the Court of Law of the Bank's Cardmember's total outstanding sum due and payable by the Cardmember to the Bank.

**15.10 SEVERABILITY**

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

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

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

**15.12 GROUP PRIVACY CLAUSE**

- a. The Cardmember hereby confirm that he has read, understood and agreed to be bound by the Group Privacy Notice of the Bank and the clauses herein, as may relate to the processing of his/her personal information. For the avoidance of doubt, the Cardmember agree that the said Group Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- b. The Cardmember confirm and agree to the terms of the Group Privacy Clause on the Bank's website.
- c. In the event the Cardmember provide personal and/or financial information relating to third parties, including information relating to the next-of-kin and dependents or information relating to the Cardmember's directors, shareholders, officers, individual guarantors and security providers (for corporations), for the purpose of opening or operating account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Cardmember:
  - i. Confirm that he has obtained their consent and/or are otherwise entitled to provide this information to the Bank and to use it in accordance with this Agreement;
  - ii. Agree to ensure that the personal and financial information of the said third parties is accurate; and
  - iii. Agree to update the Bank in writing in the event of any material change to the said personal and financial information.
- d. Where the Cardmember instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank or its agents to enter into any cross-border transaction on the Cardmember's behalf, the Cardmember hereby agree to the above said disclosures on his/her own behalf and others involved in the said cross-border transaction.
- e. Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to the Bank (whether in or outside Malaysia), the Cardmember hereby agree that the Bank and other companies in the AFFIN Bank Group of Companies may contact the Cardmember about products, services and offers, which may be of interest to the Cardmember or benefit them financially. However, the Cardmember may opt-out of such direct marketing by calling the contact number below or write in to the address. With regards to merchants, strategic partners, agents and professional advisors not part of AFFIN BANK Group of Companies, the Bank will not make any direct marketing efforts unless consent has been obtained from the Cardmember.
- f. The Bank may communicate with the Cardmember through various channels, including telephone, computer or mail using the contact information provided by the Cardmember.
- g. The Cardmember may inform the Bank at any time to opt-out if he does not wish to receive marketing communications from the Bank, other members of the AFFIN BANK

- Group and/or our merchants and strategic partners by visiting nearest AFFIN ISLAMIC/AFFIN BANK branch.
- h. The Cardmember hereby acknowledges that certain communications such as statements of account and the Bank's websites contain standard information regarding the Bank's other products and services that cannot be removed without affecting the delivery/provision of its services and/or products, the operation of the Cardmembers account(s) and/or facility(ies) with the Bank, and/or additional costs to the Bank.
  - i. The Bank may use a credit reference agency to help make decisions, for example when there is a need to:
    - i. check details on applications for credit and credit-related or other facilities;
    - ii. manage credit and credit-related accounts or facilities, including conducting reviews of the Cardmember's portfolio(s); and/or
    - iii. recover debts.
  - j. The Cardmember will be linked by credit reference agencies to any other names which he may use or have used, and any joint and several applicants. The Bank may also share information about the Cardmember and how his/her managers manage his/her account(s)/facility (ies) with relevant credit reference agencies.
  - k. The Cardmember will not hold the Bank liable for the Bank's reliance on any credit checking which the Bank may subscribe to. The Cardmember is obliged to update the credit reporting agencies if there are any changes in their credit status as stated in the credit reports. The Cardmember agrees that the Bank will not be responsible if their credit reports are published without any negligence on the Bank's part.

#### 15.13 OTHER TERMS AND CONDITIONS

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

In line with the Bank's commitment to upgrade Cardmember services and benefits, the Bank shall have the right to review and revise the features and benefits listed in this Agreement from time to time by giving out 21 days prior notice, via posting on the Bank's website or a written notice to the Cardmember. Cardmember is advised to refer to the updated terms and conditions at the Bank's website at [www.affinalways.com](http://www.affinalways.com) from time to time. The latest terms and conditions made available on the Bank's website shall supersede all previous terms and conditions made between the Bank and Cardmember under this Agreement.

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

**AFFIN ISLAMIC BANK BERHAD**  
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