



## AFFINBANK Credit Card Terms & Conditions

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### CARDMEMBER AGREEMENT

In consideration of Affin Bank Berhad (hereinafter called "the Bank") agreeing to make available to the Cardmember (Cardmember shall mean holders of AFFINBANK World Mastercard, AFFINBANK Mastercard Gold, AFFINBANK Visa Gold, AFFINBANK Mastercard Classic, AFFINBANK Visa Classic, AFFINBANK Mastercard Basic, AFFINBANK Visa Basic and AFFINBANK BHPetrol 'Touch & Fuel' Mastercard Contactless Credit Card or such other Cards as may issued by the Bank at any time and from time to time) the facility offered by the Bank, the Cardmember irrevocably and unconditionally hereby agrees to the following terms and conditions. It is important for the Cardmember to read carefully and understand the terms and conditions printed below before using the Card.

#### 1. DEFINITION

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

- 1.1. "ATM" shall mean the Automated Teller Machine.
- 1.2. "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.
- 1.3. "BHPetrol" shall mean Boustead Petroleum Marketing Sdn. Bhd. The co-brand partner of AFFINBANK.
- 1.4. "Billing Period" shall mean the period in which all purchases of goods and/or services, Cash Advances, fees and charges incurred by the Cardmember are recorded by the Bank in the monthly Statement.
- 1.5. "Business Day" shall mean any day on which the Bank is open for business.



- 1.6. **“Card”** shall mean the Generic Credit Card AFFINBANK Mastercard Gold, AFFINBANK Visa Gold, AFFINBANK Mastercard Touch ‘n Go Gold, AFFINBANK Mastercard Classic, AFFINBANK Visa Classic, AFFINBANK Mastercard Touch ‘n Go Classic, AFFINBANK Mastercard Basic, AFFINBANK Visa Basic and AFFINBANK BHPetrol 'Touch & Fuel' Mastercard Contactless Credit Card or such other Cards as may be issued by the Bank at any time and from time to time.
- 1.7. **“Cardmember”** shall mean 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 of the Card.
- 1.8. **“Card Account”** shall mean the account of the Cardmember maintained with the Bank for the purpose of this Agreement.
- 1.9. **“Card-Not-Present Transaction”** refers to Card transaction payment where the physical Card is not physically present at the point-of-sale.
- 1.10. **“Cash Advance”** refers to cash withdrawals from the Card Account at designated branches of the Bank, participating branches of Visa International member banks or at designated Bank’s ATMs and participating Visa International member banks’ ATMs.
- 1.11. **“Cash Advance Drafts”** shall mean the relevant payment slips, forms or papers provided to Cardmember by the designated branches of the Bank, participating branches of Visa International member banks or at designated Bank’s ATMs and participating Visa International member banks’ ATMs for the purpose of recording, confirming and evidencing Cash Advance by the Cardmember through the use of the Card to be charged to the Card Account.
- 1.12. **“Contactless Reader”** shall mean a built-in contactless payment device by merely tapping the Card on a Contactless Reader linked to an Electronic Point-of-Sales Terminal. This clause is only applicable for contactless-enabled Card.
- 1.13. **“Current Balance”** shall mean the previous balance and total purchases of goods and/or services, Cash Advances incurred by the Cardmember and any fees and charges charged by the Bank less any payment made by the Cardmember and credited to the Card Account during the Billing Period.
- 1.14. **“Credit Limit”** shall mean the limit granted by the Bank for the use of the Card.
- 1.15. **“e-banking”** shall means the provision of banking products and services through electronic channels, including via the internet, mobile devices, telephone, ATM and any other electronic channels.
- 1.16. **“Electronic Point-of-Sale Terminal”** means a device that allows the acceptance of one or more payment Cards to complete a payment Card transaction.
- 1.17. **“Finance Charge”** shall means the Finance Charge referred to in Clause 13.
- 1.18. **“Interest Free Period”** refers to a period of 20 days from the Statement Date of such transactions, provided there are no outstanding balances in the Cardmember’s account.
- 1.19. **“Instruction”** shall mean any notice, instruction demand or other communication that may be given by telephone, e-mail or facsimile transactions by the Cardmember or on his/her behalf.
- 1.20. **“Minimum Payment”** refers to the minimum amount required to be paid by the Cardmember by the Payment Due Date.

- 1.21. **“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-Sales Terminal.
- 1.22. **“Posting Date”** shall mean the day where the transactions performed at Authorised Merchants are being transferred to the Bank by the Authorised Merchants.
- 1.23. **“Payment Due Date”** shall mean 20 days from the Card Statement Date stated on the Card Account Statement.
- 1.24. **“Retail Transaction”** shall mean transactions other than Cash Advance (non-cash transactions), fees and other charges.
- 1.25. **“Statement”** shall mean the periodic Card Statement or e-Statement issued by the Bank to the Cardmember which shows inter alia the amount so charged, the Payment Due Date and the method of calculation of Finance Charge.
- 1.26. **“Statement Date”** shall mean the day the Statement is generated.
- 1.27. **“Transaction Receipts”** shall mean the relevant slips, forms or papers supplied by the Bank for the purpose of recording, confirming and evidencing purchases of goods and services incurred by the Cardmember through the use of the Card to be charged to the Card Account.
- 1.28. **“Unlawful Activities”** shall mean any activity(ies) which is related, directly or indirectly, to any serious offence in Malaysia or any foreign serious offence.
- 1.29. **“Visa International”** shall mean Visa International Service Association, an association incorporated in the State of Delaware, United States of America.
- 1.30. **“Mastercard International”** shall mean Mastercard International Incorporated, a membership corporation formed under the laws of State of Delaware, United States of America.
- 1.31. Words importing the singular number include the plural number and vice versa.
- 1.32. Words importing the masculine gender include feminine.

## 2. ACCEPTANCE OF CARD

- 2.1. The use of the Card is restricted to the person to whom the Card is issued who shall sign the Card immediately upon receipt thereof. The Cardmember undertakes and agrees that failure to restrict the Card to his/her own use only will render the Cardmember open to the consequences of unauthorised use/ theft of the Card.
- 2.2. Upon receipt of the Card, the Cardmember shall sign the Card on an immediate basis and activate the Card as per method prescribed by the Bank from time to time.
- 2.3. The Bank shall issue a PIN for the Card to a Cardmember for the purpose of performing transaction at ATM and Electronic Point-of-Sales Terminal.
- 2.4. 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:
    - i. disclosing the Card details or PIN to any other person;
    - ii. writing down the PIN on the Card or on anything kept in close proximity with the Card;
    - iii. using a PIN selected from the Cardmember's birth date, identity card, passport, driving licence or contact numbers;
    - iv. allowing any other person to use the Card and PIN; and
    - v. act fraudulently.
  - c. notify the Bank as soon as reasonably practicable after discovering that the Card is lost, stolen, an unauthorised transaction had occurred or the PIN may have been compromised;
  - d. notify the Bank immediately upon receiving Short Message Service (SMS) transaction alert if the transaction was unauthorised;
  - e. notify the Bank immediately of any change in the Cardmember's contact number;
  - f. use the Card responsibly, including not using the Card for Unlawful Activities; and
  - g. check the Card Account Statement and report any discrepancy without undue delay.
- 2.5. 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/she is returning the Card for cancellation. Notwithstanding the cancellation of the Card, the Cardmember shall also continue to be liable for all obligations 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. CARD FACILITY**

- 3.1. The Card is issued for use in connection with facilities made available by the Bank from time to time at its absolute discretion including but not limited to the following:
- a. the payment for any purchase of goods and/or services from any Authorised Merchant, which payment may be charged to the Cardmember's account;
  - b. Cash Advance withdrawal from any designated authorised cash outlet and/or ATM;
  - c. any ATM transaction effected through the Cardmember's other accounts; or
  - d. other facilities, subject to pre-arrangement with the Bank, if applicable.

### **4. USE OF CARD**

- 4.1. a. The Cardmember shall enter his/her 6-digit PIN at the Electronic Point-of-Sales Terminal to affect credit purchase using the Card.
- b. The Cardmember shall provide his/her relevant Card information as requested to complete an on-line transaction through the secured website. Where applicable, an authentication code or One-Time-Password (OTP) shall be sent to Cardmember's mobile number registered with the Bank to complete the on-line transaction. By providing such information for the purpose of performing on-line transactions, it's shall be deemed by the Bank to be a properly incurred Card transaction.
- c. To effect a Cash Advance transaction, the Cardmember shall enter his/her 6-digit PIN at the ATM and/or Electronic Point-of-Sales Terminal or sign on a Cash Advance Draft over the counter. Recorded documentation arising from the Cash Advance transaction shall be deemed by the Bank to be a properly incurred and duly authorised Card Transaction. The amount of each Cash Advance transaction shall be limited to the available Card Account/ Cash Limit.
- 4.2. For contactless-enabled Card, the Cardmember may tap the Card at the Contactless Reader linked to an Electronic Point-of-Sales Terminal for transaction below RM250. The Cardmember shall enter the PIN or sign the Transaction Receipt, in the event the PIN is not supported or executable for overseas transactions, once the transaction exceeds RM250 or the cumulative limit for contactless transaction.

- 4.3. The Cardmember shall comply with all requirements, directions, Instructions and guidelines for use of the Card issued by the Bank from time to time in respect of all credit and banking facilities and services rendered to the Cardmember.
- 4.4.
  - a. The Bank shall be entitled to treat its record of transaction effected by the use of the Card including but not limited to transaction effected via mail order or telephone as evidence of a debt properly incurred by the Cardmember to be debited to the account of the Cardmember; and
  - b. The Cardmember agrees that the record of any transaction effected by the use of the Card shall be conclusive and binding on the Cardmember for all purposes, until a report of the loss or theft or unauthorized usage of the Card has been received by the Bank.
- 4.5. Notwithstanding Clause 4.1 above, a purchase may also be affected by providing the Authorised Merchant the Card number together with such other particulars as may be recorded on the Card and without the requirement of the Cardmember's signature or PIN as in the case of purchases made through electronic commerce, mail order and telephone order.

## 5. PIN & PAY ("CHIP AND PIN") - PIN AND THE USE OF THE CARD WHERE APPLICABLE

- 5.1. The Bank will allocate a temporary PIN to the Cardmember. The temporary PIN will be sent to the Cardmember via SMS to Cardmember's mobile number registered with the Bank or via other method prescribed by the Bank from time to time.
  - a. Temporary PIN for new Card issuance will be sent to the Cardmember once the Card is successfully activated.
  - b. If the Cardmember has forgotten his/her PIN or his/her temporary PIN is already expired, a new temporary PIN will be issued and sent via SMS at the Cardmember's request by contacting the Bank at 03-8230 2222 (all other cards) or 03-8230 2323 (for World Mastercard).
  - c. The temporary PIN is only valid for 30 days after the Cardmember received the temporary PIN.
- 5.2. 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.
- 5.3. In the event of lost or theft of the Card, or PIN number is revealed to any other person, the Cardmember shall immediately submit a complete dispute form to the Bank if the Card was used for unauthorized transaction(s). A copy of police report must be submitted to the Bank within 7 calendar days from the date the unauthorised transaction(s) is occurred. 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.
- 5.4. 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 notify the Bank immediately.
- 5.5. In selecting the Cardmember's PIN, the Cardmember **SHALL NOT** select a PIN which is obvious or predictable, including those which:
  - a. represents Cardmember's birth date;
  - b. being an alphabetical PIN, is a recognisable part of Cardmember's name;
  - c. consists of sequential numbers (for example 123456, 654321 etc);
  - d. consists of all numbers being the same (for example 111111); or
  - e. consists of repeated numbers (for example, 112233, 123123).
- 5.6. The Cardmember must ensure that the transaction amount is correct before signing any Transaction Receipts or transaction records or before entering the PIN at any Electronic Point-of-Sales Terminal 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-Sales Terminal, the Cardmember is deemed to have agreed to the transaction and confirmed the amount is correct.

- 5.7. 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.

## 6. TELECOMMUNICATION INSTRUCTIONS

- 6.1. The Bank shall verify the Cardmember's identity and security password through a security process established by the Bank (which may be changed from time to time).
- 6.2. a. The Bank is irrevocably authorised (but not obliged) to contact and/or notify the Cardmember by ordinary post, hand, courier service, facsimile, electronic mail, telephone or any other means of communication as determined by the Bank whereby mail, fax, SMS, voice recording, text or other electronic messages or information are sent to the Cardmember's address, e-mail address or mobile phone number or other contact number or particulars on record with the Bank which the Bank deems appropriate. Notification and/or information sent by post, hand, courier service, facsimile, electronic mail, telephone or any other means of communication as determined by the Bank including by mail, fax, SMS, voice recording, text or other electronic message or information may consist of such information as the Bank deems appropriate and may include (but not be limited to) reminders sent in respect of Minimum Payments due, Payment Due Dates, demand for repayment of amounts due and owing to the Bank (if any), updates on benefits, programmes and promotions and or other information of general interest and/or specific to the Cardmember. Such service and/or delivery shall be deemed effective:
- i. 7 working days after posting, if sent by post;
  - ii. at the time of delivery, if delivered by hand or courier;
  - iii. at the time the notices are sent by facsimile, e-mail or other forms of instantaneous communication (including SMS and voice recording).
- b. The Cardmember hereby undertakes to inform the Bank promptly in writing of any changes of the Cardmember's personal details, residential address, mobile phone number or other contact numbers, email address and/or employment or business details and his/her intention to be absent from Malaysia for more than 30 days.
- c. The Cardmember's last known address, e-mail address, mobile phone number or other contact number or particulars on record with the Bank shall deem as correct. 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 performed the changes, if any. Any failure on the part of the Cardmember to notify any change of his/her address resulting delay or return of any monthly Statement, correspondence and notice shall not prejudice the Bank's rights and entitlement under this Agreement.
- d. The Cardmember shall be fully responsible for the security and safekeeping of the information he receives and shall ensure that such notices sent by the Bank are not disclosed to or given access to any other parties ('disclosure to third parties').
- e. Unless such claim, loss, damage or liability is attributable to the default, negligence or fraud of the Bank, the Cardmember further agrees that the Bank shall not in any event be liable for any claim, loss or damage for any nature suffered by the Cardmember arising from or occasioned by any:
- i. malfunction or defect in the transmission of information for whatever reason;
  - ii. inaccuracy, incompleteness, delay or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
  - iii. wrongful, unauthorised or improper access to use or interpretation of the information transmitted; and
  - iv. claim for libel or slander arising from the transmission of any information unless they arise from and are caused directly by the Bank's gross negligence or wilful default. Such notification may be sent in English or Bahasa Malaysia.

- 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 over heard by unauthorised third parties, except where caused by the negligence or willful default of the Bank (as the case may be).
- 6.4. Authorisation for telephone, mobile phone, e-mail 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, e-mail or facsimile transactions by the Cardmember or on his/her behalf and the Bank shall be entitled to treat the Instruction 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.
  - b. The Cardmember authorises the Bank to communicate with the Cardmember through various channels, including telephone, e-mail or SMS information relating to his/her Card Account with the Bank.

## 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 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, provided that the Cardmember has been proven as:
    - 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, provided that the Cardmember has been proven as:
    - 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, provided that the Cardmember has been proven as:
    - i. acted fraudulently;
    - ii. deliberately disclose 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. Card-Not-Present transactions, provided that the Cardmember has been proven as:
    - 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 within 14 days from the Statement Date should the Cardmember be aware of any unauthorised transactions.
- 7.5. The Bank may at the request of the Cardmember but without being obligated under the law, replace the lost or stolen Card upon payment of replacement penalty as provided in Clause 14.8.
- 7.6. In the event of a lost or stolen Card, disclosure of PIN to any other person and/or any unauthorised use of the Card, the Cardmember shall contact the Bank immediately at 03-8230 2222 (all other cards) or 03-8230 2323 (for World Mastercard).
- 7.7. The Cardmember shall cut the Card across the magnetic stripe and chip and return the Card to the Bank 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.
- 7.8. The Bank's record of any transaction effected by the use of the Card shall be conclusive and binding against the Cardmember.
- 7.9. Unlawful Activities - 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 can 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.
- 7.10.
  - a. 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.
  - b. The Cardmember authorizes 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'.
  - c. 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.
  - d. The Cardmember shall be responsible for any violation or non-compliance of such regulations and any amendment thereto.

## **8. SUPPLEMENTARY CARD**

- 8.1. The Bank shall issue Supplementary Cards only to immediate family members of Cardmember such as parents, spouse, children and siblings.
- 8.2. Supplementary Cardmember shall be liable for all charges incurred by the Supplementary Cardmember only under the Card Account.



- 8.3. The Cardmember shall be liable to ensure that his/her Supplementary Cardmember shall observe all terms, conditions and obligations imposed.
- 8.4. The Supplementary Card issued may be cancelled at the request of the Cardmember's notification together with Supplementary Card cut across the magnetic stripe and chip and returned to the Bank provided that such cancellation shall not affect the parties' rights and entitlement, duties and obligations accrued before such cancellation.
- 8.5. Upon termination of use of the Card under any circumstances or at the request of the Cardmember the use of all Supplementary Cards shall also be terminated.

## **9. CARD ACCOUNT**

- 9.1. All payments for purchases of goods or services affected by the use of the Card, annual fees, Finance Charge, late payment penalty or additional charges shall be debited to the Card Account and reflected in the monthly Statement.
- 9.2. Cash Advances, fees and charges incurred by the Cardmember including any payments or credits made are recorded by the Bank on the monthly Statement.
- 9.3. In the absence of manifest error, the records and entries of Card Account appearing in the monthly Statement shall be deemed to be correct and binding on the Cardmember unless notification by telephone, facsimile or written notification accompanied with a police report received by Bank within 14 days from the Statement Date. Under certain circumstances, such as to facilitate the investigation, the Cardmember may also require to provide a police report accompanied by written confirmation to the Bank.
- 9.4. Upon receipt of such notification duly given by the Cardmember within the stipulated time, the Bank shall look into the Cardmember's Card Account to make the necessary adjustment and rectification, if any. The operation of this Clause shall not in any way affect the Cardmember's obligation under Clause 11 provided that any money due to or from the Cardmember shall be credited or debited into the Cardmember's Card Account.

## **10. CREDIT LIMIT**

- 10.1. The Bank shall assign an approved Credit Limit to the Cardmembers at its sole discretion.
- 10.2. Where the Cardmember operates 2 or more Cards with the Bank, a combined Credit Limit shall be assigned to the Cardmember representing the total Credit Limit extended to cover the use of all Cards held by the Cardmember, if any.
- 10.3. In ascertaining the over limit amount, the Bank shall take into account your Credit Limit minus all outstanding balances on the Cardmember's Card Account (including Retail Transactions, all Cash Advance amounts and all non-revolving instalment(s) (inclusive of instalments not due or billed).
- 10.4. If the Credit Limit is exceeded for any reason whatsoever, Cardmember must repay to the Bank that amount in excess including any fees and charges immediately upon the Bank request or by the next Payment Due Date, whichever is earlier. If the Cardmember does not, the Bank may suspend further use of the Card Account until the Card Account is once again under the Credit Limit, or terminate the Card Account.
- 10.5. In addition to making the payment stated above, the Cardmember must also pay the Bank the Current Balance, or if the Cardmember choose not to settle the Current Balance in full, then the Minimum Payment at the very least, by the Payment Due Date. If the Cardmember does not, the Bank may suspend further use of the Card Account until the amounts owing are paid, or terminate the Cardmember's Card Account.

## 11. LIABILITY OF PAYMENT

11.1. The Cardmember shall make payment as follows:

- a. To pay the entire amount of the Current Balance before or on the Payment Due Date;
- b. Alternatively, to make Minimum Payment as follows:
  - i. Where the Current Balance is within the Credit Limit, not less than 5% of the Current Balance, subject to a minimum of RM50.
  - ii. Where the Current Balance is in excess of the Credit Limit, the whole amount in excess thereof together with 5% of the Credit Limit, provided the Minimum Payment shall include the amount past due (as shown on the monthly Statement).

11.2. Any payment to the Cardmember's Card Account in excess ("Overpayment") of USD 50,000 will be refunded to the Cardmember within 60 days from the payment date. Overpayment does not refer to credit balances to the extent of disputed charges but does include credit balances resulting from merchandise returns.

## 12. INTEREST FREE PERIOD FOR RETAIL TRANSACTIONS

12.1. If the Cardmember has fully settled the preceding month's outstanding balance as evidenced by the current month's Statement, the Cardmember will enjoy a "Interest Free Period" for Retail Transaction for at least 20 calendar days commencing from the date of the current month's Statement where such Retail Transaction is posted to the Card Account and Finance Charge will not be levied on any new Retail Transaction for such Interest Free Period. For Cardmember who have not fully settled the preceding month's outstanding balance, they will not enjoy the Interest Free Period as aforesaid.

## 13. FINANCE CHARGE/ INTEREST

13.1. Finance Charge is calculated on a daily basis and shall be imposed on the following:

- a. Outstanding Cash Advance transaction balance from the transaction date until the full repayment date;
- b. Outstanding Retail Transaction that is not paid by the Payment Due Date calculated immediately following the Statement Date in which the transactions were posted until the full repayment date; and
- c. Outstanding fees and/or charges whichever is applicable as provided in Clause 14 (except for late payment penalty) that is not paid by the Payment Due Date calculated immediately following the Statement Date in which the fees and/or charges were posted until the full repayment date.

13.2. Finance Charge shall be imposed on principal amount of transactions as stipulated in Clause 13.1. above only. Finance Charge shall not be imposed on the portion of balances that relates to Finance Charge that were carried forward from the previous Statement.

13.3. New Retail Transactions before the Statement Date will not be levied Finance Charge.

13.4. Cardmembers who make at least the Minimum Payment before or on the Payment Due Date will receive a Finance Charge rebate, which shall apply for the affected month or months.

13.5. Cardmembers who pay less than full payment before or on the Payment Due Date, Finance Charge on new purchases will be imposed from the day of transaction is posted to the Card Account.

13.6. Finance Charge may be imposed using the following formula:

$$f = (B) \times (P/D) \times (R)$$

**f** is the Finance Charge for a particular balance B computed over the period of P day.

**B** is the balance that is imposed with Finance Charge.

**P** is the respective interest bearing periods in days on which the balance B is imposed with Finance Charge.



- D** is the number of days used as the base for the annual rate.  
**R** is the nominal Finance Charge annual rate stated.

**Note:** Total Finance Charge imposed for the month is the sum of all the Finance Charge (f) computed on the different balances that may be imposed with Finance Charges over the applicable interest bearing periods during the month.

**Retail Transaction**

Products	Finance Charge (per annum)
AFFINBANK World Mastercard AFFINBANK Mastercard Gold AFFINBANK Visa Gold AFFINBANK Mastercard Classic AFFINBANK Visa Classic AFFINBANK Mastercard Basic AFFINBANK Visa Basic AFFINBANK BHPetrol 'Touch & Fuel' Mastercard Contactless	<b>Tier 1</b> - 15% per annum if you have promptly settled your minimum payment due for 12 consecutive months
	<b>Tier 2</b> - 17% per annum if you have promptly settled your minimum payment due for at least 10 months in a 12 month cycle
	<b>Tier 3</b> - 18% per annum if your payment record is not within above category

**Cash Advance Transaction**

Products	Finance Charge (per annum)
AFFINBANK World Mastercard	18%
AFFINBANK Mastercard Gold AFFINBANK Visa Gold AFFINBANK Mastercard Classic AFFINBANK Visa Classic AFFINBANK Mastercard Basic AFFINBANK Visa Basic	17.5%
AFFINBANK BHPetrol 'Touch & Fuel' Mastercard Contactless	15%

- 13.7. If the Cardmember fails to pay the specified Minimum Payment by Payment Due Date, a late payment penalty of 1% of the total outstanding balance or minimum of RM5 up to a maximum of RM50, whichever is higher shall be imposed for AFFINBANK Mastercard Gold, AFFINBANK Visa Gold, AFFINBANK Mastercard Classic, AFFINBANK Visa Classic, AFFINBANK Mastercard Basic, AFFINBANK Visa Basic and AFFINBANK BHPetrol 'Touch & Fuel' Mastercard Contactless. The late payment penalty will be charged at the discretion of the Bank and maybe varied from time to time.
- 13.8. If the Cardmember fails to pay the specified Minimum Payment by Payment Due Date, a late payment penalty of 1% of the total outstanding balance or minimum of RM10 up to a maximum of RM100, whichever is higher shall be imposed for AFFINBANK World Mastercard. The late payment penalty will be charged at the discretion of the Bank and maybe varied from time to time.
- 13.9. Payments by the Cardmember shall not be considered to have been made until the Bank has received the relevant funds for value.
- 13.10. All payments by the Cardmember to the Bank shall not be subject to any deduction whether for counter-claim and/or set-off against the Authorised Merchant, cash outlet and/or the Bank whatsoever.

- 13.11. The Cardmember undertakes that he/she will make satisfactory arrangement for payments of his/her Card Account in accordance with these terms and conditions in the event of his/her absence abroad.

#### **14. FEES AND CHARGES**

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

- 14.1. Cash Advance fee of 5% on the Cash Advance amount subject to a minimum of RM20, whichever is higher for domestic and overseas Cash Advance.
- 14.2. Annual fee as prescribed by the Bank for a Card issued or renewed. The annual fees shall not be refunded.
- 14.3. Finance charge as provided in Clause 13.
- 14.4. Late payment penalty as provided in Clause 13.7 and 13.8.
- 14.5. Minimum of RM5 will be charged for Card delivery upon request. The fee will be determined by location and weight of the item.
- 14.6. A fee of RM5 per copy in relation to any request for a duplicate copy of the Statement. However, this charge shall not be levied if it is subsequently determined that the error in processing arises from the Bank.
- 14.7. A fee of RM10 per copy in relation to any request for a duplicate copy of the Sales Draft. However, this charge shall not be levied if it is subsequently determined that the error in processing arises from the Bank.
- 14.8. Card replacement penalty of RM50 for AFFINBANK World Mastercard, AFFINBANK Mastercard Gold, AFFINBANK Visa Gold, AFFINBANK Mastercard Classic, AFFINBANK Visa Classic, and AFFINBANK BHPetrol 'Touch & Fuel' Mastercard Contactless; and RM20 for AFFINBANK Mastercard Basic and AFFINBANK Visa Basic for each replacement Card issued
- 14.9. Service Tax of RM25 will be imposed on the Card issuance date and on every subsequent Card anniversary date.
- 14.10. 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 Card Account.
- 14.11. Any other reasonable fees and charges imposed by the Bank from time to time for services and facilities rendered to the Cardmember upon giving the Cardmember 21 days prior notice to the effective date of the implementation.
- 14.12. Notwithstanding the above provisions, the Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees, handling charges, additional charges, Finance Charge, the specified Minimum Payment and/or late payment penalty from time to time with 21 days prior notice to the Cardmember.

#### **15. ERROR/ DISCREPANCIES AND NOTIFICATION**

- 15.1. The Cardmember shall check the Card Account records carefully and promptly.
- 15.2. Cardmember's Statement will not be sent if the account has zero balance or if there are no new transactions from the last Statement Date.

- 15.3. The Bank shall issue a letter or computer generated advice to the Cardmember for all funds transfer affected with the use of Card.
- 15.4. 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.
- 15.5. The Cardmember shall make such notification immediately upon receipt of the Bank's letter or Card Statement directly to:

AFFIN BANK BERHAD  
Card Business Department  
Level 1, Menara Affin  
No. 80, Jalan Raja Chulan  
50200 Kuala Lumpur

Telephone No : 03-8230 2222 (all other cards); or 03-8230 2323 (for World Mastercard)  
Fax. No : 03-2026 1424  
E-mail : cardservices@affinbank.com.my (all other cards); or  
worldcard@affinbank.com.my (for World Mastercard)

Or, lodge a report by completing the customer complaint form at any of the nearest AFFINBANK branch or e-mail to [yourvoice@affinbank.com.my](mailto:yourvoice@affinbank.com.my) or call AFFINBANK Careline at 1 800 88 3883.

If your problem or complaint is not resolved by the indicative timeline given, you may then contact the following parties:

- Call BNMTELELINK at 1-300-88-5465 (9.00am-5.00pm, Monday-Friday);
- Walk-in or write to BNMLINK Cardmember Service Centre, Ground Floor, D Block, Jalan Dato' Onn, 50480 Kuala Lumpur;
- E-mail BNMTELELINK at [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my);
- Call the Financial Ombudsman Scheme (FOS) at 03-2272 1577; or
- Call Agensi Kaunseling dan Pengurusan Kredit (AKPK) at 03-2616 7766 for free services on money management, credit counseling and debt restructuring for individuals.

## 16. EXCLUSION OF LIABILITY

- 16.1. The Bank shall not be liable for any act or omission on the part of the Authorised Merchant and Visa International including refusal by the Authorised Merchant to honor the Card or any defect or deficiency in any goods or services provided by the Authorised Merchant.
- 16.2. The Cardmember may handle any claim or dispute directly with the Authorised Merchant or Visa International but shall not relieve the Cardmember of the obligation to pay the Bank the amount incurred arising from the use of the Card by the Cardmember as stated in the Statement.

## 17. RIGHTS OF PARTIES

- 17.1. The Bank shall have the right:
  - a. to restrict or limit the Cardmember's credit or refuse and otherwise withhold credit (in its absolute discretion and without giving notice or reason).
  - b. to check the credit standing of the Cardmember with external parties including but not limited to CCRIS and any other credit agencies at any time as and when it deems fit with prior notice to the Cardmember unless the Cardmember expressly objects in writings to such checking to be performed. By applying for a Card or any additional facilities related to the Card issued by the Bank, the Cardmember has provided his/her consent to CTOS, FIS, CCRIS, and other Credit Reporting Agency, a registered credit reference agency under the Credit Reporting Agencies Act 2010, to release his/her credit report to the Bank and/or

their legal representatives for the purposes of enabling the processing of a facility or transaction and any related processes arising there from including but not limited to credit evaluation, monitoring, credit reviews and debt recovery purposes.

## **18. OVERSEAS TRANSACTIONS**

- 18.1. The Cardmember may use the Card outside Malaysia where there are Authorised Merchants and/or Visa International.
- 18.2. The Cardmember may use the Card for Cash Advance through designated ATMs and shall ensure that all inter-country transactions by the Cardmember via ATM shall not violate the laws existing in the country where the transaction is done.
- 18.3. 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).
- 18.4. 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.

## **19. TERMINATION, SUSPENSION OR RESTRICTION ON THE USAGE OF CARD**

- 19.1. Notwithstanding any provision to the contrary herein set out, the Bank may decide not to renew, to cancel, to revoke or suspend or restrict the use of Card by the Cardmember by giving at least 7 calendar days' notice to the Cardmember, unless otherwise required by regulatory bodies/agencies/court orders where upon all monies owing to the Bank under his/her Card Account shall become due and payable immediately in full upon the happening of the following events or any of them:
  - a. If the Cardmember breaches any provisions set out in this terms and conditions in any way whatsoever;
  - b. The Cardmember dies or becomes insolvent, committing 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;
  - c. The Cardmember failing to pay any other indebtedness owed to the Bank when due;
  - d. If in the opinion of the Bank, the Cardmember's line of credit with the Bank (including any other account the Cardmember may have with the Bank or any other institution) is 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 documents or both (as the case may be), relating to other accounts or loan 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;
  - e. Any order for execution, writ of attachment, garnishment or any other legal proceeding is issued against the Cardmember;
  - f. If the Bank in its absolute discretion decides that the financial position of the Cardmember is or has deteriorated and/or his ability to fulfil his obligation herein has become impaired or prejudice the repayment of the Credit Limit facility or the repayment of the Minimum Payment due;
  - g. The Card is use for transaction or as payment related to Unlawful Activities;
  - h. The Cardmember is suspected, connected or associated with Unlawful Activities; or
  - i. The Cardmember cancels the Card.
- 19.2. Upon termination of the Card or upon the revocation, suspension or restriction of the rights of the Cardmember to use the Card aforesaid, the Cardmember shall, upon demand by the Bank, settle his/her Card Account in full as required by the Bank. The Cardmember will remain liable for any transaction effected through the use of the Card (whether before or after the termination of the Card), including transactions effected but not yet posted to the Card Account.

**20. RIGHTS OF CONSOLIDATION AND SET-OFF**

The Bank may, upon 7 days notification to the Cardmember, combine, consolidate or merge all or any of the Cardmember's account(s), whether current, investment or otherwise, with the liabilities to the Bank and the Bank may set off or transfer any sum standing to the credit of any such account in or towards the satisfaction of any of the Cardmember's liabilities to the Bank.

**21. MISCELLANEOUS**

**21.1. LAW**

This Agreement shall be governed by and construed in accordance with the Laws of Malaysia. 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 21.8.

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

**21.3. 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.

**21.4. 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.

**21.5. 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 Authorised Merchant, any bank or financial institution, Visa International and any member institution of Visa International or any interest party to facilitate the use of the Card.
- b. To any authority or body established by the Bank Negara Malaysia or any other authority having jurisdiction over the Bank, any guarantor(s)/ security parties, and/or its lawyers or any other debt collection agent or service provider.
- 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.

**21.6. 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.

21.7. SERVICE OF NOTICE AND/OR SUMMON AND STATEMENT OF CLAIM

The parties hereby agree that the service of any notice and/or summons and statement of claim 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 and/or summon and statement of claim.

21.8. THIRD PARTY COLLECTION AGENT

- a. The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardmember under this Agreement.
- b. The Bank reserves the right at any time to disclose to an appointed debt collection agency or a collection agent the Cardmember's Card account number and any other relevant information for matters pertaining to the Card Account to collect all or any monies due and owing to the Bank from the Cardmember by giving 7 calendar days prior notice to the Cardmember.

21.9. 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.

21.10. 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.

21.11. 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.

21.12. GROUP PRIVACY CLAUSE

- a. The Cardmember hereby confirm that he/she 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 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 Notice 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/she 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 Bank Group ("ABB Group") 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 the ABB Group, 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 you have provided.
  - g. The Cardmember may inform the Bank at any time to opt-out if he/she does not wish to receive marketing communications from the Bank, other members of ABB Group and/or our merchants, strategic partners, agents and professional advisor by calling the Bank at 03-8230 2323 or writing in to any Manager Branch Services or Relationship Manager or by writing in to Cards Business Department:

AFFIN BANK BERHAD  
Card Business Department  
Level 1, Menara Affin  
No. 80, Jalan Raja Chulan  
50200 Kuala Lumpur

- h. The Cardmember hereby acknowledges that certain communications such as Statements of account and the Bank 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/she 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.

The Bank hereby reserves the right to amend this Clause from time to time at its sole discretion and shall provide 21 days prior notification to the Cardmember in writing and place any such amendments on the Bank's website at [www.affinonline.com](http://www.affinonline.com) and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.

#### 21.13. TAX

Any sum set out in herein or otherwise payable by any party to any other party hereto shall be deemed to be exclusive of tax which is chargeable on the supply (or supplies) for which such sum is (the whole or part of)



the consideration of tax purposes. The Bank's charges exclude tax that would be imposed in the future. Upon implementation of such tax, the Bank will be entitled to recover from the Customer any tax that the Bank is required by law to collect.

21.14. 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.affinonline.com](http://www.affinonline.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.

The Bahasa Malaysia version of the terms and conditions is available at [www.affinonline.com](http://www.affinonline.com).

**AFFIN BANK BERHAD CARDS BUSINESS DEPARTMENT**

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