

## TERMS AND CONDITIONS OF AFFINBANK EASY PAYMENT PLAN (EPP)

Please read these Terms and Conditions prior to any purchase of merchandise(s) under the Affin Bank Berhad's Easy Payment Plan ("EPP"). You are deemed to have accepted these Terms and Conditions when you make any purchase using your AFFINBANK Credit Card under the EPP.

### 1. DEFINITION

- 1.1. The following words and expression shall have the following meaning in these Terms and Conditions, unless the context otherwise requires:
- a. **"Cardmember Agreement"** shall mean the AFFINBANK Credit Card Terms and Conditions/AFFINBANK World Mastercard Terms and Conditions governing the use of the AFFINBANK Credit Card ("Card") issued by Affin Bank Berhad herein referred as ("AFFINBANK") and applicable to the Card Account under which the Cardmember make the purchase.
  - b. **"Card Account"** shall mean the account of the Cardmember maintained with AFFINBANK.
  - c. **"Cardmember"** shall mean the holder of the Card issued by AFFINBANK.
  - d. **"Direct Debit Authorisation Form"** shall mean the separate authorization in the AFFINBANK's prescribe form, duly completed by the Cardmember and the Programme Merchant at the time of purchase for submission by the Programme Merchant to AFFINBANK, whereby the Cardmember agrees to observe and be bound by these Terms and Conditions. The details and particulars provided by the Cardmember in the Direct Debit Authorisation Form shall be deemed final and irrevocable.
  - e. **"Instalment"** shall mean each amount charged to Card Account on a monthly basis during the Instalment Period.
  - f. **"Instalment Period"** shall mean the period determined by AFFINBANK in the Direct Debit Authorisation Form for payment by Instalment of the Purchase Amount.
  - g. **"EPP"** shall mean the Easy Payment Plan made available by AFFINBANK to the Cardmember to enable the Purchase to be paid for wholly or partly by Instalment subject to these Terms and Conditions.
  - h. **"Purchase"** shall mean any Purchase of Merchandise(s) by Cardmember from the Programme Merchant under the EPP.
  - i. **"Purchase Amount"** shall mean the whole or part of the Purchase (as specified in the Direct Debit Authorisation Form) that is to be paid by Instalments under the EPP.
  - j. **"Merchandise"** shall mean goods and/or services which are subject of the Purchase.
  - k. **"Programme Merchants"** shall mean the EPP programme participating merchants.
  - l. **"Payment Due Date"** shall mean twenty (20) days from the Card statement date stated on Card Account statement.
- 1.2. Definitions of words and expression in the Cardmember Agreement shall have the same meaning as that provided for in these Terms and Conditions for the purpose of the EPP.

### 2. APPLICABLE TERMS

- 2.1. In relation to your participation in the EPP:
- a. The Cardmember Agreement shall form part of these Terms and Conditions, which are in addition to and not in substitution of the Cardmember Agreement; and
  - b. In the event of any conflict or inconsistency between the Cardmember Agreement and the provisions Terms and Conditions, these Terms and Conditions shall prevail for the purpose of interpretation and enforcement of EPP and only to the extent of any conflict or inconsistency.

### 3. EPP PROGRAMME

- 3.1. EPP is opened to all AFFINBANK Cardmembers with valid Card Account, in good standing and with sufficient credit limit at the point of purchase.

- 3.2. Notification via Short Messaging System ("SMS") will be sent to the Cardmember for specific transaction amount set by AFFINBANK, including but not limited to EPP transaction. The Cardmember's signature on the Direct Debit Authorisation Form serves as acceptance by the Cardmember of the Programme Merchant's terms and conditions of sale, the Terms and Conditions herein and the Cardmember Agreement.
- 3.3. The Cardmember is advised to check with the Programme Merchant on the conditions of the warranty and the warranty period. A warranty card is provided with the Merchandise(s), where applicable. AFFINBANK makes no representation or warranty in respect of the Merchandise(s) in particular, its merchantability, quality, suitability for use and all ancillary services. For services and repairs, the Cardmember shall contact the Programme Merchant directly.
- 3.4. Save as hereinafter provided, the Cardmember may not for the duration of the EPP, terminate, seek a refund or change of any Merchandise(s) purchased.
- 3.5. Any return and/or cancelled of Merchandise(s) by the Cardmember to the Programme Merchant shall be on the Programme Merchant's terms and conditions for the return of Merchandise.
- 3.6. Upon approval of EPP application, AFFINBANK will debit the Cardmember's Card Account with the monthly Instalment payable on a monthly basis, for the duration as stipulated.
- 3.7. AFFINBANK will not be liable for any inadequate, defective or damage Merchandise(s) or be responsible for any dispute between the Cardmember and the Programme Merchant and AFFINBANK is authorized to continue to debit the Instalment to the Cardmember's Card Account regardless of any such dispute.
- 3.8. The Merchandise(s) are supplied by the respective Programme Merchants. AFFINBANK is only providing a means of payment for these Merchandise(s) via the usage of the Card.

#### **4. THE PURCHASE**

- 4.1. Cardmember must use a valid Card when making a Purchase.
- 4.2. Subject to these Terms and Conditions, Cardmember may make a Purchase from the Programme Merchant if:
  - a. Cardmember has applied to participate in the EPP in respect of the Purchase by completing the Direct Debit Authorisation Form and submitting the same to the Programme Merchant for their onward transmission to AFFINBANK;
  - b. AFFINBANK has accepted the said application to participate in the EPP;
  - c. Any other terms and conditions as may be stipulated by AFFINBANK from time to time in relation to the Purchase has been met; and
  - d. There has been no breach of these Terms and Conditions and/or the terms of the Cardmember Agreement.
- 4.3. AFFINBANK reserves the right to reject any EPP application at its sole discretion, including but not limited to Cardmember who's Card Accounts are delinquent or suspended or Programme Merchant is suspected to have been operated fraudulently and/or suspended/closed by AFFINBANK without giving any reason thereof. AFFINBANK shall not be liable or responsible in any manner for direct, indirect, special or consequential damages arising out of any such rejection.
- 4.4. Upon approval of the EPP application, AFFINBANK will earmark the full Purchase Amount and debit the Cardmember's Card Account with the monthly Instalment payable on a monthly basis, for the duration of the Programme. The available credit limit will be progressively restored on a monthly basis as repayment of each monthly Instalment is made. The transaction details will appear on the Cardmember's Card Account monthly statement.

**5. INSTALMENTS**

- 5.1. By signing the Direct Debit Authorisation Form, each Instalment amounts will be billed to the Cardmember's Card Account with the first Instalment commencing on the date of Purchase. Subsequent Instalment will be automatically billed on a monthly basis.
- 5.2. The number of Instalments, the amount of each Instalment and the Instalment period cannot be varied/alterd without the AFFINBANK's prior written consent.
- 5.3. In the event Cardmember fails to pay the minimum amount by the Payment Due Date leading to the cancellation of the Card facility, the EPP shall be terminated and the remaining balance will be billed to the Cardmember's Card Account. Normal finance charge as shown in the table below and late payment penalty of 1% of the total outstanding balance or minimum of RM5, whichever is higher, up to a maximum of RM50 (for AFFINBANK Generic Credit Card and/or AFFINBANK BHPetrol 'Touch & Fuel' Mastercard Contactless) and 1% of the total outstanding balance or minimum of RM10, whichever is higher, up to a maximum of RM100 (for AFFINBANK World Mastercard), shall be imposed and may be varied at the sole discretion of AFFINBANK.

Normal finance charge:

Card type	Finance charge
AFFINBANK World Mastercard	18% per annum
AFFINBANK Mastercard Gold, AFFINBANK Visa Gold, AFFINBANK Touch 'n Go Mastercard Gold, AFFINBANK Mastercard Classic, AFFINBANK Visa Classic and AFFINBANK Touch 'n Go Mastercard Classic	17.5% per annum
AFFINBANK BHPetrol 'Touch & Fuel' Mastercard Contactless	15% per annum

**6. EXCLUSION OF LIABILITY**

- 6.1. The provisions in the Cardmember Agreement regarding Purchase of Merchandise(s) by use of the Card shall apply equally to each Purchase(s). The Cardmember shall resolve all dispute or differences on the quantity of the Merchandise(s) with the Programme Merchant directly. In particular, AFFINBANK will not be responsible or be held liable for any inadequate, defective or damaged or unmerchantable Merchandise or other disputes between the Cardmember and the Programme Merchant relating to any Purchase.

**7. DISCLOSURE OF INFORMATION**

- 7.1. The Cardmember hereby authorises AFFINBANK to disclose to the Programme Merchant or to any other third party such of his/her personal data as may be required for the processing of the Purchase under the EPP, including without limitation the Direct Debit Authorisation.

**8. GROUP PRIVACY CLAUSE**

- 8.1. 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.
- 8.2. The Cardmember and Supplementary Cardmember confirm and agree to the terms of the Group Privacy Notice on AFFINBANK's website.
- 8.3. 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 AFFINBANK's or otherwise subscribing to AFFINBANK's products and services, the Cardmember:
  - a. confirm that he/she has obtained their consent and/or are otherwise entitled to provide this information to AFFINBANK and to use it in accordance with this agreement;
  - b. agree to ensure that the personal and financial information of the said third parties is accurate; and

- c. agree to update AFFINBANK in writing in the event of any material change to the said personal and financial information.
- 8.4. Where the Cardmember instructs AFFINBANK 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 AFFINBANK 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.
- 8.5. Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to AFFINBANK (whether in or outside Malaysia), the Cardmember hereby agree that AFFINBANK and other companies in the Affin Holdings Berhad 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 Affin Holdings Berhad Group; AFFINBANK will not make any direct marketing efforts unless consent has been obtained from the Cardmember. AFFINBANK may communicate with the Cardmember through various channels, including telephone, computer or mail using the contact information the Cardmember has provided.
- 8.6. The Cardmember may inform AFFINBANK at any time to opt-out if he/she does not wish to receive marketing communications from AFFINBANK, other members of Affin Holdings Berhad Group and/or our merchants, strategic partners, agents and professional advisor by calling our Contact Centre at 03-8230 2222 or 03-8230 2323 (for AFFINBANK World Mastercard Cardmember) 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

- 8.7. The Cardmember hereby acknowledges that certain communications such as statements of account and AFFINBANK's website contain standard information regarding AFFINBANK's other products and services that cannot be removed without affecting the delivery/provision of its services and/or products, the operation of the Cardmember's account(s) and/or facility(ies) with the Bank, and/or additional costs to AFFINBANK.
- 8.8. AFFINBANK may use a credit reference agency to help make decisions, for example when there is a need to:
- check details on applications for credit and credit-related or other facilities;
  - manage credit and credit-related accounts or facilities, including conducting reviews of the Cardmember's portfolio(s); and/or
  - recover debts.
- 8.9. 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. AFFINBANK may also share information about the Cardmember and how he/she manage his/her account(s)/facility(ies) with the relevant credit reference agencies.

- 8.10. The Cardmember will not hold AFFINBANK liable for the Bank's reliance on any credit checking which AFFINBANK 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 AFFINBANK's part.

The Bank hereby reserves the right to amend this clause from time to time at its sole discretion and shall provide twenty-one (21) days prior notification to the Cardmember in writing and place any such amendments on AFFINBANK'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 AFFINBANK's branches.

## **9. TERMINATION AND ACCELERATION OF PAYMENT**

- 9.1. AFFINBANK may at any time at its sole discretion terminate or suspend the EPP in respect of a Card Account, without assigning any reason thereof.
- 9.2. Notwithstanding anything contained in the Cardmember Agreement, these Terms and Conditions, the Direct Debit Authorisation or any other documents, AFFINBANK shall at all times have the right at its discretion to demand from the Cardmember or his/her legal heirs or executor of his/her estate, immediate payment of all sums outstanding on the Instalment payable under these Terms and Conditions, whether or not already reflected in the monthly statement of Card Account or due and payable at the date of the demand.
- 9.3. In particular, but without limiting the overriding nature of its right under Clause 9.2 if:
- The Card Account is cancelled or terminated or notice of cancellation or termination has been served to the Cardmember of AFFINBANK for any reason whatsoever;
  - The Cardmember defaults in the payment of any amount due under Cardmember Agreement and/or these Terms and Conditions;
  - The Cardmember breaches any other provision of the Cardmember Agreement and/or these Terms and Conditions;
  - The Cardmember is deceased or bankruptcy proceeding have been commenced against the Cardmember is unable to pay his/her debts as they fall due; or
  - AFFINBANK exercises its right under Clause 9.1.

## **10. PREPAYMENTS**

- 10.1. The Cardmember may at any time during an Instalment Period in relation to the Purchase prepay all Instalment payable over the remaining Period but not yet charge to the Instalment Account.
- 10.2. The Cardmember shall give to AFFINBANK thirty (30) days written notice of his/her intention.
- 10.3. On receipt of a written notice, AFFINBANK will charge the balance of the unbilled Instalment to the Cardmember's Card Account. The amount will be shown on the monthly statement of Card Account and shall be payable as a normal charge on the Card Account.

## **11. GENERAL TERMS AND CONDITIONS**

- 11.1. The Cardmember may make:
- full payment of the monthly Instalment specified by AFFINBANK at the time the EPP is entered into, which is usually at the point in time of Purchase, or as indicated in Cardmember's Card monthly statement, or
  - a partial payment of the monthly Instalment.
- 11.2. The EPP is free from interest only if the Cardmember settle the monthly Instalment in full.
- 11.3. In cases where the Cardmember opts to pay the minimum amount of 5% of the balance remaining unpaid under the EPP ("the Outstanding Balance") or RM50, whichever is higher, instead of the monthly Instalment in full, the Cardmember will be liable for the finance charge on the Outstanding Balance.

- 11.4. Failure to comply with Clauses 11.2 and 11.3 will result in the Cardmember being subject to finance charge on the Outstanding Balance in accordance with its terms.

## **12. LAW AND JURISDICTION**

- 12.1. Any dispute arising in relation to or in connection with the EPP shall be governed in accordance with the laws and jurisdiction of the Courts in Malaysia and all leaflets and professional charges including solicitor client fees as a full indemnity basis shall be the responsibility of the Cardmember.

## **13. MISCELLANEOUS**

- 13.1. AFFINBANK reserves the rights to change, amend, delete or add on to these Terms and Conditions by providing twenty-one (21) days prior notice to the Cardmember and the Cardmember agrees and shall be bound by such amendments.
- 13.2. Notwithstanding the aforementioned where request is made by the Cardmember for the Bahasa Malaysia version, AFFINBANK shall provide the same to them.