

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

**1. DEFINITIONS**

1.1 In this Agreement where the context so admits the following expressions shall mean as follows, unless otherwise distinguished:

No.	Term	Definition
(a)	“Actual Profit Charge”	Means profit imposed on utilised Facility Limit due to retail transactions or cash advance transaction that are not settled after the payment due date and be calculated starting on the transaction posting date until full payment is received.
(b)	“Application Form”	Means the form signed and submitted by the Cardmember to BSN when applying for the Card-i.
(c)	“this Agreement”	Means the agreement between the Cardmember and BSN where the Cardmember is issued with the Card-i by BSN upon the terms and conditions in this Agreement as well as the terms and conditions as contained in the Card-i Application Form signed and submitted by the Cardmember to BSN when applying for the issuance of the Card-i and, such other terms and conditions supplemented and/or as amended from time to time.
(d)	“ATM”	Means an automated teller machine.
(e)	“Authorised Merchants”	Means any retailer or any person, firm or corporation which pursuant to a merchant agreement agrees to accept or cause its outlets to accept the Card-i when properly presented.
(f)	“Bank’s Purchase Price”	Means the amount payable or paid by BSN to the Commodity Seller for the Commodity equivalent to the Facility Limit for the Card-i.
(g)	“Bank’s Sale Price”	Means the respective sale price payable by the Cardmember to BSN which shall comprises of the Bank’s Purchase Price and the profit of BSN [Commodity cost (Facility limit) + Contracted Profit Rate]
(h)	“Billing Currency”	Means the billing currency in Ringgit Malaysia and includes its abbreviation “RM”.
(i)	“BSN”	Means Bank Simpanan Nasional a statutory body established under the Bank Simpanan Nasional Act 1974, which having its head office at Wisma BSN, 117 Jalan Ampang, 50450 Kuala Lumpur.
(j)	“BSN’s Website”	Means www.bsn.com.my or such other website determined by BSN from time to time which will be informed by giving adequate notice to the Cardmembers.
(k)	“Calendar Days”	Means any day in the Gregorian calendar month, including weekends and public holidays.
(l)	“Card-i”	Means all BSN Al-Aiman Visa/Mastercard Credit Card issued by BSN to a Cardmember, which includes any other name, logo and/or trademark as may be determined by BSN from time to time, unless otherwise stated, and includes a supplementary card where the context so permits.  The list of the Card-i are as follow:

		<p style="text-align: center;"><b>CORE AL-AIMAN CREDIT CARD</b></p> <p>BSN Al-Aiman Visa/Mastercard Classic Credit Card</p> <p>BSN Al-Aiman Visa/Mastercard Gold Credit Card</p> <p>BSN Al-Aiman Visa/Mastercard Platinum Credit Card</p> <p>BSN-Teachers Al-Aiman Gold Credit Card</p> <p style="text-align: center;"><b>CO-BRAND AL-AIMAN CREDIT CARD</b></p> <p>BSN-Teachers Al-Aiman Mastercard Gold Credit Card</p> <p>BSN-UUM Al-Aiman Mastercard Gold / Platinum Credit Card</p> <p>BSN G-Card Al- Aiman Visa Credit Card</p> <p>BSN Teachers Al-Aiman Gold Credit Card</p>
(m)	“Card-i Account”	Means the Cards account of a Cardmember maintained at BSN pursuant to this Agreement.
(n)	“Card-i Account Number”	Means the account number allocated by BSN and embossed on the Card-i.
(o)	“Cardmember”	Means the person to whom the Card-i is issued and whose name is embossed on the Card-i and whose signature appears thereon as an authorised user, and may include a “Supplementary Cardmember”, where the context so permits and shall include their respective heirs, personal representatives and successors-in-title.
(p)	“Cardmember’s Other Accounts”	Means the Cardmember's other banking accounts with BSN apart from the Card-i Account and includes the Cardmember's joint account with a third party.
(q)	“Commodity”	Means any commodities traded at any trading platform approved by BSN (excluding gold and silver) or any other commodities asset in each case provided that such commodity or asset is acceptable to BSN.
(r)	“Commodity Purchaser”	Means a party other than Commodity Seller from whom the BSN shall sell the Commodity on behalf of the Cardmember.
(s)	“Commodity Seller”	Means any third party who sell the Commodity to the BSN at the Bank’s Purchase Price equivalent to the Facility Limit for the Card-i.
(t)	“Commodity Trading Platform”	Means an electronics web-based platform for Commodity trading.
(u)	“Contactless Reader”	Means a secure reader that is equipped within a POS terminal through which Visa payWave purchases may be made.
(v)	“Contactless Transaction”	Means a transaction made by holding the Card-i in front of a Contactless Reader, without having to insert or swipe the Card-i.
(w)	“Contracted Profit Rate”	Means rate used to compute the total profit of Bank's Sale Price.
(x)	“Facility Limit”	Means the limit assigned and/or granted by BSN from time to time to the Cardmember. Such limit may be varied by BSN from time to time by giving the Cardmember seven (7) working days’ notice before the effective date of variation.
(y)	“Force Majeure Event”	Means events resulting directly or indirectly from the action or inaction of any governmental or local authority or any strike, boycott, blockade, act of God, civil disturbance or cause beyond the control of the Bank.
(z)	“Halal Goods and Services”	Means goods and services that are permissible and in line with the Shariah principles.
(aa)	“Member Banks”	Means banks and financial institutions that are members of Mastercard Worldwide and Visa International of which BSN is a member.

(bb)	“Murabahah”	Murabahah refers to a sale and purchase of an asset where the acquisition cost and the mark-up are disclosed to the purchaser.
(cc)	“Outstanding Balance”	Means the full amount shown as due in the Statement, and which is chargeable, advanced or incurred resulting from the use of the Card-i.
(dd)	“Payment Due Date”	Means the date stated in the Card-i Statement by which the minimum payment due or any such amount stated.
(ee)	“PIN”	Means the personal identification number of the Card-i of the Cardmember or Supplementary Cardmember (if any).
(ff)	“POS”	Means point of sale terminals that permit the debiting of the Card-i Account for purchase transactions at Authorised Merchants outlets.
(gg)	“Profit Charge Free Period”	Means the period from the posting date of a new retail transaction charged to the Card-i Account to the Payment Due Date in a particular Statement of Account and is applicable only to the new retail transaction as aforementioned.
(hh)	“Replacement Card-i Fee”	Means the fee payable by the Cardmember for the replacement of the Card-i.
(ii)	“Supplementary Cardmember”	Means any person nominated and authorized by the Cardmember to use the supplementary card-i and agree to be bound by these terms and conditions.
(jj)	“Statement”	Means the periodic Statement issued by BSN from time to time to the Cardmember and/or Supplementary Cardmember in respect of the Card-i Account which shows the transactions made by the Cardmember and/or the Supplementary Cardmember inter alia the amount chargeable, advanced or incurred, minimum amount due and the Payment Due Date.
(kk)	“Tawarruq”	Means the series of contract which consist of two sale and purchase contracts. The first involves the sale of an asset by a seller to a purchaser on a deferred basis. Subsequently, the purchaser of the first sale will sell the same asset to a third party on a cash and spot basis.
(ll)	“Ta’widh”	Means the <i>Ta’widh</i> (compensation) referred to in Clause 19.
(mm)	“Ujrah”	Means a fee as a consideration for services provided, benefits and privileges offered.
(nn)	“Wakalah”	Refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without imposition of a fee.
(oo)	“Working Day”	Means a business day (excluding Saturdays, Sundays and Public Holidays) on which BSN is open for business in Kuala Lumpur.

## 2. INTERPRETATION

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

## 3. GENERAL INFORMATION OF CARD-I

- 3.1 In addition to the Facility Limit availed under Tawarruq, the Cardmember shall be entitled to the privileges and Services for the utilisation of the Card-i. The Services include benefits, privileges and other such value-added offerings granted by BSN as determined by BSN.

- 3.2 The Facility Limit granted to the Cardmember employs the *Tawarruq* concept, where BSN shall avail an amount up to the specified limit to the Cardmember and the Cardmember shall be bound to pay an equivalent amount to BSN plus the profit of BSN (if any) as per the commodity sale price.
- 3.3 The Cardmember further agrees that the validity period of the Card-i shall be for a period as determined by BSN. BSN may renew or extend such validity period of the Card-i for any period as BSN deems fit. In the event the Services are not extended by BSN, then the Services shall cease to be available on the stated expiry date and any amounts due under the Services and this Agreement up to the expiry and/or termination date of the Card-i shall become fully payable. The Services shall also be subject to a periodic review by BSN and any amounts due under this Agreement shall be payable on demand.
- 3.4 In addition to the above, the Cardmember agrees that the Card-i is issued for use in connection with the services as specified below ("Services") made available by BSN from time to time within the Facility Limit, during the validity period of the Card-i (including any renewal or extension of the validity period):-
  - (a) to facilitate the purchase of Halal Goods and/or Services from the Authorised Merchants; and/or
  - (b) to facilitate cash advances as set out under Clause 15; and/or
  - (c) to facilitate the operation of the various banking accounts opened for the Cardmember in conjunction with the use of the Card-i; and/or
  - (d) to facilitate the BSN Balance Transfer Programme, BSN EasyCash Plan, BSN 0% EasyPay Plan and any other programmes or Services made available by BSN from time to time; and/or
  - (e) other facilities, as agreed in writing by BSN.
- 3.5 Notwithstanding the Services as stated in Clause 3.4, BSN shall have the right to cease, replace or extend additional Services, benefits and privileges from time to time by giving seven (7) Working Days' notice to the Cardmember.
- 3.6 BSN may charge a fee (*Ujrah*) for the Services specified by disclosing the list of fees as set out under Clause 20.
- 3.7 The Cardmember also agrees, covenants and undertakes that the Card-i shall not be used for any unlawful activities, including but not limited to illegal online banking, betting or gambling. BSN shall be entitled to terminate the Card-i immediately without prior notice or liability to the Cardmember if the Card-i is found to be used for any unlawful activity(ies).

#### **4. MECHANISM OF FACILITY**

- 4.1 Under the Shariah concept of *Tawarruq*, BSN offers the Card-i Facility and avails the Cardmember a prescribed Facility limit by executing the following:
  - (a) Purchase of the Commodity by the Cardmember from BSN

Pursuant to the appointment of the BSN as the Purchase Agent under which the Cardmember appoints BSN as its agent to purchase Commodity from BSN at an agreed Bank's Sale Price, BSN shall enter into a *Murabahah* transaction with the Cardmember, where the Cardmember shall pay the Bank's Sale Price on a deferred payment basis.
  - (b) Sale of the Commodity by the Cardmember through BSN as its Agent

Pursuant to the appointment of BSN as Sale Agent under which the Cardmember appoints BSN as its agent to sell the Commodity for the purpose of realizing the proceeds, BSN shall sell the Commodity to the Commodity Purchaser on a cash and spot payment basis. The proceeds from the aforesaid sale of the Commodity shall be equivalent to the Facility Limit amount set in the Cardmember's Card-i Account.
  - (c) Available Facility Limit in the Card-i Account

The proceeds pursuant to Clause 4.1 (b) shall form the Facility Limit amount and shall be made available in the Cardmember's Card-i Account in accordance with the Shariah principle of *Dayn* (debt) and can be utilized by the Cardmember at any time upon activation of the Card-i. The Cardmember can repeatedly access the available Facility Limit in their Card-i Account until the

expiry of the Card-i's validity period, or until any unutilized portion of the Facility Limit is netted off upon the occurrence of any situation stipulated in Clause 4.1 (g).

(d) Transaction Confirmation

The Cardmember may request BSN to issue a Transaction Confirmation upon completion of the Commodity sale to the Commodity Purchaser.

(e) Commodity Delivery

The Cardmember is entitled to take delivery of the purchased Commodity upon explicit request. The Cardmember must solely bear all costs and expenses incurred for the delivery and subsequent transfer of ownership.

(f) Renewal of Card and Changes of Facility Limit

Pursuant to the appointment of BSN as the Purchase Agent and Sale Agent of the Commodity by the Cardmember, BSN shall execute all acts on behalf of the Cardmember to purchase the commodity from BSN at an agreed Bank's Sale Price and sell the commodity to any other third party purchaser for the purpose of availing the Credit Card-i facility to the Cardmember prior to the renewal or increment of the Card-i's Facility Limit.

(g) Netting-off Unutilized Facility Limit

BSN will net-off (*Muqasah*) any unutilized Facility Limit with the Bank's Sale Price upon renewal of the Card-i, or upon increment or reduction of Facility Limit of the Card-i or upon settlement and termination of the Card-i, prior to expiration of the validity period of Card-i.

(h) Ibra' (rebate)

BSN may grant *Ibra'* (rebate) on any portion of the profit from the Bank's Sale Price to the Cardmember in the event of increment or reduction of Facility Limit, settlement and termination of the Card-i.

## 5. AGENCY

- 5.1 The appointment of BSN as the Cardmember's Purchase Agent and Sale Agent shall be based on a Wakalah contract.
- 5.2 The appointment of BSN as the Cardmember's Purchase Agent and Sale Agent shall be unconditional and irrevocable. BSN, as the Cardmember's agent, shall act on the Cardmember's behalf so as to conclude the Cardmember's purchase of the Commodity from BSN and to act on the Cardmember's behalf so as to conclude the Cardmember's sale of the Commodity to the Commodity Purchaser.
- 5.3 The appointments of the agency shall be effective from the date of the approved Facility Limit and shall apply to and be sufficient for any renewal or variation to the limit of the Card-i. The appointments will be considered complete once BSN has fulfilled all its duties and responsibilities as the Cardmember's agent, as outlined in these Terms and Conditions.
- 5.4 BSN is authorized to execute and deliver any such documents or instruments as shall be deemed necessary by BSN for the performance of its obligations in connection with the matters set out in Clause 4.
- 5.5 Without prejudice to the generality of Clause 5, the Cardmember acknowledges that under the arrangements BSN has with the Commodity Purchaser or any other purchasers or third-party counterparties, BSN may be required to (and the Cardmember agrees that BSN may) disclose it is acting as the Cardmember's agent and to name the Cardmember as its principal.
- 5.6 The Cardmember undertakes to establish and maintain an account(s) with BSN and which BSN is authorized to operate on behalf of the Cardmember (if applicable).
- 5.7 BSN affirms that the proceeds of the sale of Commodity to the Commodity Purchaser are to be credited to the Cardmember's Card-i Account in the form of the approved Facility Limit and that the Cardmember shall perform/suffice all necessary requirements to effect the provisions of this Agreement.
- 5.8 In connection with its powers, discretions, authorities and duties under these Terms and Conditions, BSN shall act solely as the agent of the Cardmember on a restricted limited basis (i.e. as agent on a

deal-by-deal basis) to the extent expressly provided in this Agreement and shall not otherwise be regarded as agent for and on behalf of the Cardmember in any other respect whatsoever.

- 5.9 Any expenses, fees and commissions that have not been ascertained and invoiced to BSN by the Commodity Purchaser by the time that the Cardmember incurs the obligation to make the payment of the Bank's Sale Price, then such expenses, fees and commissions shall become due and payable by the Cardmember to BSN upon BSN receiving the appropriate invoice therefore from the Commodity Purchaser, as relevant, and upon BSN then providing the appropriate invoice therefore to the Cardmember.

## **6. PAYMENT OF THE FACILITY**

- 6.1 The Bank's Sale Price or such part thereof remaining unpaid, shall be paid by the Cardmember in accordance with the Card-i Statement issued by BSN on the Payment Due Date or in such other amount as stated in the Card-i Statement. The amount as stated in the Card-i Statement to be due and payable by the Cardmember to BSN shall in the absence of manifest error be conclusive evidence that such amount is due and payable by the Cardmember to the BSN under this Terms and Conditions.
- 6.2 Notwithstanding the provision of Clause 6.1, upon receipt of the Card-i Statement, the Cardmember shall pay to BSN the minimum payment due or up to the outstanding balance on or before the Payment Due Date as stated in the Card-i Statement.
- 6.3 All payments to BSN must be made in the Billing Currency. Payments by the Cardmember to BSN shall not be considered to have been made until the relevant funds have been received in value by BSN. All payment by cheques must include the inland exchange commission where applicable. Failure to include such inland exchange commission shall entitle BSN to debit the Card-i Account or exercise its right to set-off as BSN deems fit.
- 6.4 Payments for the usage of Facility Limit received by BSN from the Cardmember will restore the Facility Limit and will be treated as *Wadi'ah* (Trust).
- 6.5 Notwithstanding any other provision in this Agreement, BSN shall have the right to apply all or any such payment in such other manner towards the satisfaction of remaining unpaid amount under the Card-i.

## **7. ACCEPTANCE OF THE CARD-i**

- 7.1 In consideration of BSN issuing the Card-i to the Cardmember and any supplementary card-i to the Supplementary Cardmember, the Card-i must be signed by the Cardmember and/or Supplementary Cardmember immediately upon receipt of the same, the Cardmember and the Supplementary Cardmember agree to abide by the terms and conditions contained in this Agreement and any other terms and conditions as BSN may impose from time to time by giving the Cardmember twenty one (21) Calendar Days prior notice.
- 7.2 The use of the Card-i as a mode of payment is restricted to the Cardmember to whom the Card-i is issued for the use at the Authorised Merchants, ATMs and Member Banks.
- 7.3 The Cardmember shall not permit or authorise any third party to use the Card-i and shall not transfer or part with the control or possession of the Card-i nor shall the Cardmember use it for any purpose unauthorised by BSN.
- 7.4 In the event BSN discovers that any of the above as stated in Clause 7.3 has occurred, the Cardmember agrees to be fully responsible and liable for all transactions effected by the use of the Card-i whether with or without the Cardmember's knowledge or authority and shall indemnify and keep BSN fully indemnified against all consequential losses, expenses or claims suffered by or brought against BSN as a result thereof.
- 7.5 The Card-i is not transferable and shall be used exclusively by the Cardmember. The Card-i may not be pledged by the Cardmember as security for any purpose whatsoever.
- 7.6 The Cardmember may at any time terminate the use of the Card-i by issuing a written notice to BSN and returning to BSN the Card-i which has been cut in half across the magnetic stripe and the chip.

The Cardmember shall be and remain liable for all transactions effected through the use of the Card-i prior to BSN's receipt of such written notice of termination together with the Card-i which has been cut in half.

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

## **8. SUPPLEMENTARY CARD-i**

- 8.1 At the request of the Cardmember, BSN reserves the right to issue a supplementary card-i for the use by any other person(s) nominated by the Cardmember as Supplementary Cardmember and as approved by BSN provided that the use of a supplementary card-i by the Supplementary Cardmember is subject to the same terms and conditions in this Agreement. It is agreed that the Cardmember shall be liable to ensure that the Supplementary Cardmember shall observe all terms, conditions and obligations set out in this Agreement.
- 8.2 Upon termination of use of the Card-i under any circumstances or at the request of the Cardmember, the use of all supplementary cards shall also be terminated. The termination of the use of a supplementary card-i will not terminate the use of the Card-i provided that full payment is made on the Outstanding Balance of the supplementary card-i and the Cardmember must, on or before the due date specified, pay not less than the specified minimum payment of the Card-i Account.
- 8.3 Notwithstanding that the supplementary card-i bears a different Card-i Account Number and that a separate Statement may be issued to the Supplementary Cardmember, the principal Cardmember shall be jointly and severally liable to BSN for the use of the Card-i and the supplementary card-i, including all amounts incurred arising from the use of the Card-i and the supplementary card-i.
- 8.4 All the Terms and Conditions applicable in this Agreement to the Cardmember shall apply *mutatis mutandis* (with the necessary changes) to the Supplementary Cardmember and for such purpose the term "Cardmember" and the "Card-i" shall be read and construed as if the terms "Supplementary Cardmember" and "supplementary card-i" were substituted thereof.

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

- 9.1 When the Cardmember receives a new or replacement Card-i, the Cardmember is required to activate the Card-i and create a preferred PIN. The PIN can be created using myBSN Internet Banking or at any BSN Branches. Instructions on the PIN creation can be found in the card mailer.
- 9.2 The Cardmember can change the PIN at any time. It can be done via myBSN Internet Banking, at BSN ATM or at any BSN branches.
- 9.3 The Cardmember is fully responsible for the safety of the PIN and it should not be exposed to any parties in any situation or kept in a form that is easily accessible by anyone else.

## **10. TRANSACTIONS AT POS TERMINAL**

- 10.1 The Cardmember is required to authenticate the purchases at the Authorised Merchants outlets in Malaysia using the 6-digit PIN at the POS terminal.
- (a) The merchant will insert the Card-i into the POS terminal's card reader device and enter the amount to be paid by the Cardmember.
  - (b) The POS terminal will prompt for the Cardmember's a 6-digit PIN.
  - (c) The Cardmember will be required to enter the PIN on the POS terminal to continue for the purchase.
  - (d) The merchant may hand over a copy of the sales draft as proof of purchase along with the

Card-i to the Cardmember.

- 10.2 The Cardmember shall ensure that the transaction amount is accurate prior to signing any sales draft or transaction records provided by merchants or financial institutions or using their Card-i at a Contactless Reader device or entering the PIN at POS terminals. By performing any of these actions, the Cardmembers shall be deemed acknowledged and confirmed the accuracy of the transaction amount.
- 10.3 The Cardmember may also use the Card-i to make Contactless Transaction through a Contactless Reader of which the maximum transaction amount per transaction is capped at RM250.00 or any other limit that may be permitted by BSN from time to time.
- 10.4 Card-i usage for petrol transactions performed at Outdoor Payment Terminal:  
The Card-i can be used for petrol purchases at Outdoor Payment Terminal. Upon inserting the Card-i into the card reader slot and completing the transaction, a pre-authorization amount of RM200 (subject to any changes in the future) will be charged to the Card-i Account. The pre-authorization amount will then be reversed and the actual transaction amount will be charged to the Card-i Account upon settlement by the merchant after three (3) Working Days from the transaction date. The Cardmember is advised to pay at the cashier's counter to avoid the pre-authorization holding amount.

## **11. TOLL-RELATED TRANSACTION**

- 12.1 The Card-i is auto enabled to pay for toll-related transactions by tapping the Card-i on the payment terminal.
- 12.2 The Cardmember fully agrees that toll payments will be initiated by Touch n' Go Group with delayed payment authorization, potentially resulting in differences between the toll charges' date and time and the actual transaction date and time.

## **12. MANNER OF USE**

- 12.1 The principal Cardmember shall be liable to BSN for all transactions effected by the principal Cardmember and the Supplementary Cardmember (if any) using the Card-i and the supplementary card-i respectively and for all related charges billed to the Card-i Account(s). Notwithstanding anything to the contrary contained in this Agreement and without prejudice to the generality of the foregoing, the liability of the principal Cardmember shall continue to subsist notwithstanding the termination of this Agreement.
- 12.2 A Supplementary Cardmember (if any) shall only be liable to BSN on all transactions effected by such supplementary card-i and for all charges billed to the Card-i Account related to such supplementary card-i or the use of the same. Notwithstanding anything else to the contrary contained in this Agreement and without prejudice to the generality of the foregoing, the foregoing liability of the Supplementary Cardmember shall continue to subsist notwithstanding the termination of this Agreement.
- 12.3 To affect a credit purchase from any Authorised Merchants or a cash advance from the Member Banks, the Cardmember shall sign a sales or cash advance draft, prepared by the Authorised Merchants and/or Member Banks, as the case may be. BSN is unconditionally authorised by the Cardmember to debit the Cardmember's Card-i Account for the amount paid by BSN for such purchase or cash advance.
- 12.4 Notwithstanding the provision set out in Clause 12.3, the Cardmember unconditionally authorises BSN to purchase his unsigned sales drafts or cash advance drafts and debit his Card-i Account for the payments made by BSN to the Authorised Merchants or Member Banks for such purchase, if BSN is of the opinion based on satisfactory documentary evidence, that such omission is due to the nature of the transaction or due to an oversight on the part of the Cardmember the Authorised Merchants, Member Banks or otherwise shall be binding and conclusive on the Cardmember.

- 12.5 For the purpose of Clause 12.4, any determination by BSN whether such omission is due to the nature of the transaction or due to an oversight on the part of BSN is binding and conclusive on the Cardmember.
- 12.6 BSN shall be entitled to treat its record for any transaction effected by the use of the Card-i including but not limited to transactions effected through the internet or any other means acceptable to BSN from time to time, or by mail orders via telephone, as evidence of a debt properly incurred by the Cardmember to be debited to the Card-i Account notwithstanding that any such record may not contain any signature of the Cardmember.
- 12.7 The usage of Card-i is prohibited at the Shariah non-compliant Merchant Category Codes (MCCs) including but not limited to the following and any other Shariah non-compliant merchants which will be informed by the BSN from time to time;

No	MCC	Description
1	5921	Package Stores – Beer, Wine and Liquor
2	5993	Cigar Stores and Stands
3	7273	Dating and Escort Services
4	7800	Government Owned Lotteries (US Region only)
5	7801	Government Licensed Online Casinos (Online Gambling) (US Region only)
6	7802	Government Licensed Horse/Dog Racing (US Region only)
7	7995	Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting and Wagers at Racetracks
8	9406	Government Owned Lotteries (Non-US region)

- 12.8 BSN shall assign a Facility Limit to the Card-i Account that must strictly be observed by the principal Cardmember and the Supplementary Cardmember.
- 12.9 If the principal Cardmember operates two (2) or more Card-i Accounts, a combined Facility Limit will be assigned to the Card-i Accounts representing the total Facility Limit extended to cover the use of all Cards held by the principal Cardmember.
- 12.10 Notwithstanding that the assigned Facility Limit and a combined Facility Limit have been set for the Cardmember, BSN reserves the right to vary such a limit, restrict or refuse or withhold the Cardmember's credit by giving seven (7) Working Days' notice to the Cardmember and the Cardmember acknowledges and confirms that BSN shall not be liable in any manner whatsoever to the principal Cardmember and/or the Supplementary Cardmember, as a result of BSN exercising its right under this Clause.

### 13. RECORDS OF TRANSACTION AND BILLING CURRENCY

- 13.1 BSN shall be entitled to treat:
- any sales draft, transaction records stored or recorded electronically or otherwise, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of the embossed information contained on the Card-i; and/or
  - BSN's record of cash advances or of any other transactions effected by the use of the Card-i including but not limited to transactions effected via mail order, the telephone, the internet, or any other mechanical, electrical, electronic, media devices, as evidence of a debt properly incurred by the Cardmember to be debited to the Card-i Account notwithstanding that any such document may not contain the signature of the Cardmember or that such signature of the Cardmember (if appearing) differs from the signature of the Cardmember on the Application Form for the Card-i or in BSN's records. The Cardmember agrees that the records of BSN of any transaction effected by the use of the Card-i shall be conclusive and binding on the Cardmember for all purposes.
- 13.2 Notwithstanding the above, if BSN receives satisfactory and irrefutable documentary evidence that any transaction effected on the Card-i is due to fraud not occasioned or contributed by the acts and/or omissions on the part of the Cardmember and provided always that the Cardmember has

complied strictly with terms and conditions contained in this Agreement, BSN reserves the right to release the Cardmember from its obligation to pay the debt incurred arising from the fraudulent transaction.

- 13.3 All debts if incurred in a currency other than the Billing Currency shall:
- (a) before being debited to the Card-i Account, be converted into the Billing Currency at such prevailing rate of exchange (the exchange rate may differ from the rate charged on the date of transaction due to market fluctuation) as may be determined by Visa International/Mastercard Worldwide as at the date of entry into the Card-i Account; and
  - (b) be subject to an administration fee of one per centum (1%) of the amount transacted or such other rate as may be prescribed by BSN from time to time upon giving the Cardmember twenty-one (21) Calendar Days prior notice and such charge may be debited to the Card-i Account; and
  - (c) be subject from any fee as may be charged and determined by Visa International/Mastercard Worldwide and such charge may be debited to the Card-i Account.

#### **14. ATM TRANSACTIONS**

- 14.1 BSN shall not be responsible or liable in any way whatsoever for any loss, damage, injury, inconvenience or embarrassment suffered by the Cardmember including but not limited to instances where the Card-i is not honoured or accepted for use or where the Card-i is retained by the ATMs or where transactions cannot be effected or are erroneously effected due to reasons not attributed to BSN's technical defects. BSN technical defects exclude breakdown, stoppage or closure, interruption or loss of power supply to ATMs.
- 14.2 The operating hours, type of operations, facilities and Services available to the Cardmember as well as the frequency and manner of the use of the Card-i to effect transactions via the ATM shall be determined by BSN from time to time.
- 14.3 If the Card-i is used at an ATM to operate the Cardmember's Other Accounts, the use of the Card-i on the Cardmember's Other Accounts shall also be subject to BSN's prevailing terms and conditions governing the Cardmember's Other Accounts.

#### **15. CASH ADVANCE**

- 15.1 Cash advance is a service offered by BSN to the Cardmember for cash advance via the ATM.
- 15.2 The Cardmember may obtain cash advance in such amount as may be permitted by BSN, from time to time by the following means:
- (a) presenting the Card-i at any BSN branch or any of the Member Banks together with the evidence of identity and signing the necessary transaction record;
  - (b) use of the Card-i at any ATM at any BSN branch or any other bank or institution with whom BSN has an arrangement(s) for the use of the ATM of the said bank or institution (in which case the amount of each cash advance will be further subject to the applicable daily withdrawal limit of such ATM); or
  - (c) for all out of country transactions via ATM and/or any of the Member Banks whereupon the exchange rates and/or the transactions fees (if applicable) imposed for such cash advance shall be the prevailing exchange rates and/or transaction fees as determined by BSN from time to time. The Cardmember shall be fully responsible for ensuring that such transactions shall not violate the laws existing of the country where the transactions are carried out.
- 15.3 A cash advance fee based on the principle of *Ujrah* shall be imposed on each cash advance amount made by Cardmember at the rate of 2.69% of the withdrawal amount, subject to a minimum of RM12.75. The cash advance fee shall be debited to the Card-i Account at the date of the cash advance made.
- 15.4 In addition to the cash advance fee, an Actual Profit Charge will be imposed at the rate of 1.5% per month, which is equivalent to 18% per annum (rate as determined by BSN from time to time) and calculated on a daily basis from the date the cash advance is made until full payment is received and credited into the Card-i Account.

- 15.5 Notwithstanding the Facility Limit, the Cardmember is only allowed to use the Card-i for any cash advance provided the amount of cash advance does not exceed seventy-five percent (75%) of the available Facility Limit or such other limit as determined by BSN from time to time.
- 15.6 The Cardmember may request BSN to transfer funds from his Card-i Account (if any) to any of his other accounts with BSN. In addition to the foregoing, the Cardmember irrevocably authorises BSN to debit and transfer funds from his Card-i Account to any of his other accounts with BSN to honour cheques, settle any debit transactions and/or generally to place such account into funds where such account has insufficient funds. BSN may (but shall not be obliged to) transfer funds as aforesaid. Funds transferred pursuant to this clause will be treated as a cash advance by BSN to the Cardmember.

## **16. FACILITY LIMIT**

- 16.1 The Cardmember shall not exceed the Facility Limit and shall make good any excess thereof immediately upon receipt of the Statement and/or to such other notices by BSN showing such excess. The Cardmember further undertakes not to affect any purchases or transactions within or outside Malaysia which may cause the Facility Limit to be exceeded in aggregate.
- 16.2 Where supplementary card(s) have been issued, and where a prescribed Facility Limit is assigned and made known to the Cardmember, such prescribed Facility Limit shall constitute the Facility Limit common to and shared by all the aforementioned Cards in aggregate.
- 16.3 BSN shall obtain the Cardmember's acceptance before any increment in Facility Limit. Notwithstanding the aforesaid, BSN reserves its right to reduce the Facility Limit at any time due to the Cardmember's poor credit performance and/or difficulty in meeting payments and/or any other circumstances that BSN deems fit.
- 16.4 Notwithstanding the aforesaid, the Cardmember shall remain and be liable for all his liabilities including but not limited to all purchases, cash advance and transactions exceeding such Facility Limit. In amplification and not in derogation of the aforesaid, BSN is not duty bound in any way whatsoever to ensure that the Facility Limit is not exceeded by the Cardmember.
- 16.5 The Cardmember shall not be entitled under any circumstances to demand that the prescribed Facility Limit or the unutilised prescribed Facility Limit be made available by BSN for the Cardmember's use. BSN shall not be under any obligation either at law or in equity to make or continue to make available the prescribed Facility Limit or the unutilised prescribed Facility Limit for utilisation by the Cardmember.
- 16.6 The availability or continuation of the prescribed Facility Limit extended to the Cardmember is subject to reviews which may be undertaken by BSN from time to time or at any time.
- 16.7 In addition and without prejudice to any of BSN's other rights contained in this Agreement, following BSN's aforementioned review BSN shall give seven (7) Working Days' notice to the Cardmember and without any obligation whether at law or in equity to give any reasons therefore to vary or amend the prescribed Facility Limit of the Cardmember, particularly if there is a reduction in the prescribed Facility Limit.
- 16.8 BSN may (but shall not be obliged) at any time and from time to time contact the Cardmember to validate a transaction carried out on the Card-i as a measure to prevent any possible unauthorised use of the Card-i. In the event BSN is unable to contact the Cardmember, BSN may (but shall not be obliged) decline the transaction without liability to BSN. In the event BSN permits the transaction to be carried out, the Cardmember shall remain liable for the charges and/or debts incurred and/or monies withdrawn.

## **17. STATEMENT OF CARD-i ACCOUNT**

- 17.1 A Statement for the Card-i Account will be rendered to the Cardmember once a month or at such intervals as BSN may deem fit which will only be available on [www.mybsn.com.my](http://www.mybsn.com.my) and that it is agreed that all such Statements shall be deemed to have been delivered to the Cardmember on the day it is made available electronically on [www.mybsn.com.my](http://www.mybsn.com.my).

- 17.2 Upon receipt of the Statement, the Cardmember is deemed to have examined all entries in the Statement.
- 17.3 The Cardmember expressly covenants and undertakes with BSN that the Cardmember shall notify BSN of any error, discrepancy or inaccuracy of any kind whatsoever in the Statement within fourteen (14) Calendar Days from the date that the Cardmember receives or is deemed to have received the Statement.
- 17.4 If the Cardmember does not notify BSN of any error, discrepancy or inaccuracy of any entry in the Statement then the Cardmember shall be deemed to have accepted the entries contained made up to the date of the last entry in the Statement as correct and as final and conclusive evidence of the facts contained and binding on the Cardmember. The Cardmember shall thereafter be precluded from making any claims against BSN by alleging that the said Statement contains any error, discrepancy or inaccuracy.
- 17.5 BSN shall not be obliged to furnish the Cardmember with any Statements, or copies of such Statements or sales draft or other records of transactions which relate to transactions which have occurred more than twelve (12) months from the date of the Cardmember's request.
- 17.6 Notwithstanding the minimum payment due and the Payment Due Date, the whole of the Outstanding Balance on the Card-i Account including the Actual Profit Charges, fees and *Ta'widh* (compensation) shall become due and payable upon the occurrence of the following events:
- (a) termination of the use of the Card-i by BSN or the refusal of BSN to issue a replacement Card-i;
  - or
  - (b) termination of the use of the Card-i by the Cardmember or failure to have the Card-i renewed.
- 17.7 Upon the termination of the use of the Card-i and the Card-i Account, the Actual Profit Charges and all other fees and charges provided in this Agreement shall immediately become due and payable. For the avoidance of doubt, it shall be expressly agreed by the Cardmember and BSN that all the provisions contained in this Agreement shall continue in full force and effect notwithstanding the termination of the use of the Card-i. After termination of the use of the Card-i, BSN may continue to debit further monies (including but not limited to the Actual Profit Charges and other fees and charges provided in this Agreement) to the Card-i Account and such further monies debited shall also become due and payable immediately.

## **18. ACTUAL PROFIT CHARGES**

- 18.1 BSN shall impose Actual Profit Charge on the Cardmember's Outstanding Balance as permitted under Bank Negara Malaysia's Credit Card-i Guidelines (or such other guidelines which are issued from time to time) subject to the types of Card-i and current fees, which can be referred in the Product Disclosure Sheet on BSN's Website.
- 18.2 The Cardmember will not be charged with any Actual Profit Charge during the "Profit Charge Free Period" for at least twenty (20) Calendar Days commencing from the date of the current month's Statement where such retail transactions are posted to the Card-i Account. For those Cardmembers who have not fully settled the preceding month's Outstanding Balance, they will not enjoy the "Profit Charge Free Period" as aforesaid.
- 18.3 Actual Profit Charge is imposed on the outstanding retail transaction balance that is not paid after the Payment Due Date. The Actual Profit Charge will be calculated from the day the transactions are posted until full payment is received and credited in the Card-i Account.

## **19. TA'WIDH(COMPENSATION)**

- 19.1 In the event of any delay in payment of any sum due and payable to BSN, the Cardmember shall be liable to pay to BSN a *Ta'widh* (compensation) 1% of total Outstanding Balance as at Statement date, up to a maximum of RM100, or at any rate as may be approved by the Shariah Advisory Council of Bank Negara Malaysia from time to time and all sums so recovered by BSN shall be applied at BSN's discretion in such manner as may be approved by the Shariah. The *Ta'widh* (compensation) shall be

payable before, as well as after any court order or judgment is recorded. BSN shall however grant the Cardmember a grace period of four (4) Calendar Days after Payment Due Date where the Payment Due Dates fall on a weekend or a public holiday.

19.2 Notwithstanding the above, the amount of *Ta'widh* (compensation) shall not be compounded.

## 20. FEES AND CHARGES

20.1 The Cardmember irrevocably and unconditionally agrees to pay and authorises BSN to debit the Card-i Account (or where there are more than one Card-i Account) for the following fees and charges which may be determined or varied by BSN from time to time:-

(a) Annual fee	Refer to BSN's website
(b) Cash advance fee	Refer Clause 15.3
(c) <i>Ta'widh</i> (compensation charge)	Refer Clause 19
(d) Sales Draft Retrieval Fee	RM5 per copy (photocopy) and RM15 per original copy in relation to any request by the Cardmember for a duplicate copy of the Sales Draft.
(e) Legal Fee	Costs and other expenses which may be incurred by BSN in the enforcement of BSN's rights and entitlement under this Agreement and the recovery of all or any part of monies owed by the Cardmember to BSN in the Card-i Account.
(f) Replacement Card-i Fee	RM50 for second and subsequent replacement Card-i issued (first time replacement shall be free of charge).
(g) Additional Card-i Statement Fee	RM5 for each additional Card-i Statement request by the Cardmember.
(h) Conversion For Overseas Transactions	Refer Clause 13.3
(i) Sales And Services Tax (SST)	<ul style="list-style-type: none"> <li>• Principal Card-i – RM25 annually per card</li> <li>• Supplementary card-i – RM25 annually per card</li> </ul>
(j) Stamp duty for BSN SSP/BSN Term Deposit-i pledging	RM5 for every RM1,000 Facility Limit approved.
(k) Other fees and charges	As imposed by BSN from time to time for the Services and facilities rendered to the Cardmember.

## 21. CHANGES IN FEES AND OTHER CHARGES

21.1 In amplification and not in derogation of BSN's rights contained in other terms and conditions of this Agreement, BSN shall communicate to the Cardmember by methods stipulated in Clause 21.2, at least twenty one (21) Calendar Days' notice prior to the effective date of any such implementation to vary the rates or method of calculation of Actual Profit Charges, *Ta'widh* (compensation), minimum payment due, fees and other charges, and any other applicable fees or levies provided for in this Agreement.

21.2 The Cardmember agrees that BSN shall be entitled to adopt any one or more of the following manner or methods of communication concerning changes in Actual Profit Charges, *Ta'widh* (compensation), minimum payment due, fees and other charges, and any other applicable fees or levies including the effective date of any such change provided that such variation may not take effect retrospectively:-

- (a) by posting a notice in the premises of BSN and/or its branch offices stating such changes and its effective date of change; and/or
- (b) by way of a single publication in one or more newspapers of BSN's choice of such changes and its effective date of change; and/or

- (c) by posting an insertion in the Statement stating such changes and its effective date of change; and/or
  - (d) by posting a notice of such changes and its effective date of change to the Cardmember by way of an ordinary or registered post; and/or
  - (e) by sending notice of such changes and its effective date of change by short message service ("SMS") or electronic mail to the Cardmember or by posting the notice of such changes and its effective date of change on BSN's Website.
- 21.3 The communication made by BSN hereunder shall be deemed to have been received by or communicated to the Cardmember:
- (a) on the date of posting of the notice in the premises of BSN or its branch offices if communication is made or effected by BSN in accordance with the provision of Clause 21.2(a); and/or
  - (b) on the date of first publication in any newspapers of BSN's choice if communication is made or effected by BSN in accordance with the provision of Clause 21.2(b); and/or
  - (c) three (3) Calendar Days after the date of posting of the Statement of Account to the Cardmember if communication is made or effected by BSN in accordance with the provision of Clause 21.2(c); and/or
  - (d) three (3) Calendar Days after the date of posting of the notice to the Cardmember by ordinary or registered post if communication is made or effected by BSN in accordance with the provision of Clause 21.2(d); and/or
  - (e) on the notice of such changes sent by SMS or electronic mail to the Cardmember or the date such notice of changes is posted to the BSN's Website in accordance with the provision of Clause 21.2(e).

## **22. PAYMENT BY BSN TO AUTHORISED MERCHANTS**

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

## **23. PAYMENT**

23.1 Upon receipt of the Statement, the Cardmember shall pay the Card-i Account as follows:

- (a) The minimum Payment Due will include:
  - (i) 5% of Current Balance \*
  - (ii) 100% of Monthly Instalment Amount \*\* (if any)
  - (iii) 100% of Past Due Amount (if any)
  - (iv) Amount exceeding Facility Limit (if any)

OR RM50 whichever is higher.

<p>* Current Balance = Service Tax + retail transaction (if any) + cash advance amount (if any) + Profit Charges and/or Late Payment Charges and any other applicable fee and charges (if any).</p>
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\*\*Applicable to NEW BSN Balance Transfer Programme, BSN Easy Cash Plan, BSN 0% Easy Pay Plan, BSN Instalment-Pay Plan and other instalment plans available from time to time approved from 2<sup>nd</sup> October 2019 onwards.

- 23.2 Where the Cardmember does not make payment of the Outstanding Balance (other than any cash advance) in full by the Payment Due Date, then BSN shall be entitled to charge the Cardmember and the Cardmember shall be liable to pay the Actual Profit Charges as described in Clause 18 .
- 23.3 The Cardmember will not be charged any Actual Profit Charges during the “Profit Charge Free Period” from the Statement date if the Cardmember has paid the full amount of previous month’s Statement retail transaction(s). If the Cardmember opts to pay partial or minimum payment of the previous Statement, the Actual Profit Charges on the Cardmember’s unpaid retail transaction will be calculated from the day the transactions are posted to the Card-i Account.
- 23.4 If the Cardmember fails to pay to BSN an amount equal to or more than the minimum payment due above by the Payment Due Date, then, without prejudice to BSN’s other rights contained in this Agreement, BSN shall also be entitled to charge the Cardmember and the Cardmember shall be liable to pay *Ta’widh* (compensation) as described in Clause 19.
- 23.5 Any payment made by the Cardmember to the Card-i Account shall not be subject to any deduction whether for counterclaim and/or set-off against the Authorised Merchants, the Member Banks and/or BSN, and shall be applied in the manner as BSN deem fit.
- 23.6 The Cardmember undertakes to ensure that the Cardmember shall make satisfactory arrangements for payments of the Card-i Account in accordance with the Terms and Conditions of this Agreement at all times, including but not limited to to the times when the Cardmember is absent abroad.

## 24. APPLICATION OF PAYMENTS

- 24.1 Payments made by the Cardmember to BSN whether by direct debit from the Cardmember's Other Accounts or otherwise will be applied to settle those balances attracting the highest profit charge first (and in the case of same profit charge, the order will start from the earliest to the latest transaction date) in the following order:
- (a) in or towards repayment of all Facility Limit, profit charge and charges for cash advance; and
  - (b) in or towards repayment of all Facility Limit and profit charge for retail transactions; and
  - (c) in or towards payment of all other fees and charges (e.g. cash advance fee, annual fee, *Ta’widh* (compensation), legal fee, etc) in such order and/or such other manners as BSN may deem fit.
- 24.2 BSN is irrevocably authorized (but not obliged) to transfer payments from one Card-i Account to another Card-i Account (for all accounts within the same principal Cardmember) to regularize any outstanding arrears in the other accounts.

## 25. WAIVER

- 25.1 BSN's acceptance of *Ta’widh* (compensation), partial payments, cheques or money orders marked as payment in full or waiver by BSN of its rights or indulgence to the Cardmember shall not operate to prevent BSN from enforcing any of its rights under this Agreement to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of this Agreement in any respect.
- 25.2 The rights of BSN contained in this Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights under any applicable law. The rights of BSN contained in this Agreement shall not be capable of being waived or varied, otherwise than by an express waiver or variation in writing, and in particular, any failure or delay in exercising any such rights shall not operate as a waiver or variation of that, or any other such right.
- 25.3 Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on its part or on its

behalf shall in any way prevent it from exercising any such right or constitute a suspension or any variation of any such right.

## **26. PAYMENT BY CHEQUES**

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

## **27. PREPAYMENT**

27.1 In the event the Cardmember pays BSN any amount exceeding the Outstanding Balance ("prepayment"), BSN may at any time be entitled to verify the source of the funds of the prepayment. Subject to BSN having satisfied itself with the verification, BSN, without any prejudice to any other right of BSN under this Agreement, may apply the prepayment towards the Cardmember's payment obligation for purchases and transactions effected by the Card-i. Pending BSN's verification of the source of the funds of the prepayment:

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

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

## **28. TELECOMMUNICATION INSTRUCTIONS**

28.1 BSN may (but is not obliged to) accept instructions from the Cardmember over the telephone in relation to the Card-i, including but not limited to requests to do the following, unless stated otherwise:-

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

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

28.3 Notwithstanding Clauses 28.1 and 28.2, BSN may request for a written confirmation from the Cardmember of the Cardmember's instructions prior to implementing the same.

28.4 BSN shall not be liable or responsible to the Cardmember for any loss or damage however caused or suffered by the Cardmember in following or omitting to follow any or all of the instructions set out in Clause 28.1.

28.5 The Cardmember acknowledges and agrees that:

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

- 28.6 The Cardmember further authorises BSN to act on his instruction given by facsimile or other means of telecommunication and any request made by the Cardmember to an Authorised Merchants or a provider of service for the supply of Halal Goods and Services to be charged to the Card-i shall constitute authority for BSN to debit the relevant Card-i Account with such amount charged. The Cardmember irrevocably agrees to indemnify BSN for all actions, claims, losses, liabilities or damages suffered by BSN in agreeing to act on the Cardmember's verbal, faxed or telecommunicated instructions.
- 28.7 BSN is irrevocably authorised (but not obliged) to contact and/or notify the Cardmember by electronic mail, or by telephone or SMS where text or other electronic messages or information are sent to the Cardmember's e-mail address or mobile phone number on record with BSN or such other e-mail address or number which BSN deems appropriate. Information sent by electronic mail or by SMS may consist of such information as BSN deems appropriate and may include (but is not to be limited to) reminders sent in respect of minimum payment due, the Payment Due Date, updates on benefits, programmes and promotions and other information of general interest and/or specific to the Cardmember.
- 28.8 The Cardmember shall be fully responsible for the security and safekeeping of the information he receives.
- 28.9 The Cardmember shall notify BSN immediately upon receiving SMS transaction alert if the transaction was unauthorised.
- 28.10 The Cardmember shall notify BSN immediately in writing of change of mobile phone number. Failure to do so, BSN may continue to send SMS to the Cardmember notwithstanding the Cardmember's instructions. BSN shall not be liable to the Cardmember for any loss or damage (direct, indirect, special or consequential), loss of business or profits, or loss or damage of any nature suffered by the Cardmember arising from or occasioned by any:-
- (a) malfunction or defect in the transmission of information for whatever reason;
  - (b) inaccuracy, incompleteness, delay or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
  - (c) wrongful, unauthorised or improper access to use or interpretation of the information transmitted; or
  - (d) claim for libel or slander arising from the transmission of any information.

## **29. TERMINATION AND/OR SUSPENSION OF THE CARD-I**

- 29.1 The Card-i is and will be, at all times, the property of BSN and shall be surrendered to BSN immediately upon request by BSN or its duly authorised agent. BSN may withdraw, suspend and/or terminate, the Card-i and/or any of the Services offered at least thirty (30) Calendar Days' notice to the Cardmember prior to the withdrawal, suspension and/or termination of the Card-i and/or any of the Services offered as it deems fit and regardless of whether or not any event of default has occurred. It is further agreed that BSN is under no obligation whatsoever to reveal the reason for the termination or suspension of the use of the Card-i.
- 29.2 Without prejudice to or limiting BSN's rights as contained in the foregoing, BSN may withdraw, suspend and/or terminate the Card-i and/or any of the Services offered immediately, notwithstanding that BSN may have waived its rights on some previous occasions, upon the occurrence of any or more of the following events of default:
- (a) if the Cardmember fails or defaults in the payment of any sum of money payable, including but not limited to the minimum payment due, any amount in excess of the prescribed Facility Limit (as mentioned in Clause 16), Actual Profit Charges, *Ta'widh* (compensation), fees and other charges, and any other applicable fees or levies provided for in this Agreement, when due and payable by virtue of and in accordance with provisions contained in this Agreement whether formally demanded or not;

- (b) if the Cardmember commits or threatens to commit a default or breach of any of the agreements, covenants, stipulations, terms or conditions contained in this Agreement on the part of the Cardmember to be observed and performed;
  - (c) if a petition for bankruptcy is presented or an order be made for any adjudicating and/or receiving order against the Cardmember;
  - (d) if a distress, execution or other process of a court of competent jurisdiction is levied upon or issued against any property of the Cardmember and such distress, execution or other process as the case may be is not satisfied by the Cardmember within twenty-one (21) Calendar Days from the date thereof;
  - (e) if the Cardmember furnished false information or data to BSN;
  - (f) if a receiver has been appointed in respect of the Cardmember's assets or any part thereof or a meeting, whether formal or informal, being called by the Cardmember's creditors, or any of them or if the Cardmember enters into any scheme of payment or arrangement with any creditor or if the Cardmember goes to Agensi Kaunseling dan Pengurusan Kredit (AKPK) for assistance;
  - (g) if the Cardmember allows a judgement debt obtained against him to remain unsatisfied;
  - (h) if in the opinion of BSN, the Card-i Account and/or the Cardmember's Other Accounts with BSN is or has not been operated satisfactorily or default of payment due thereunder have occurred;
  - (i) if an event(s) has or have occurred or a situation exists which should or might in the opinion of BSN prejudice the ability of the Cardmember to perform his obligations under this Agreement;
  - (j) if the Cardmember becomes insane or dies;
  - (k) if the whereabouts of the Cardmember is unknown to BSN;
  - (l) if BSN is of the view that suspicious or abnormal transactions are being carried out on the Card-i and such suspension and/or termination is reasonably required to prevent fraudulent or unauthorised transactions;
  - (m) if the Cardmember is found to have breached any applicable laws or regulations with regards to the Cardmember's use of the Card-i; or
  - (n) if the Cardmember is found to be involved in illegal activities (including but not limited to illegal online betting).
- 29.3 Irrespective of the transaction date, the Cardmember shall continue to be liable for the usage of the Card-i despite the return of the Card-i.
- 29.4 In the event the Card-i is terminated and/or suspended by BSN pursuant to this Agreement, the supplementary card-i shall also be terminated and/or suspended with immediate effect.

### **30. DISCLOSURE OF PIN, BOSS CODE OR THEFT OR LOSS OF THE CARD-I**

- 30.1 Save for as provided in this Agreement, the Cardmember shall be and shall remain to be liable to BSN for all Halal Goods and Services supplied by any Authorised Merchants and all cash advances affected through the use of the Card-i whether or not such usage is authorised by the Cardmember.
- 30.2 The Cardmember shall be under a duty to exercise utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card-i and to prevent the disclosure of the PIN, Card-i information and/or BOSS Code to any other person and the Cardmember shall indemnify and hold BSN harmless against any liability for loss, damage, costs and expenses (legal or otherwise) arising from the Cardmember's breach of such duty. The duty to exercise utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card-i and to prevent the disclosure of the PIN, Card-i information and/or Boss Code to any other person includes:-
- (a) never allowing anyone else to use the Card-i;
  - (b) never writing the PIN on the Card-i or any item normally kept with the Card-i;
  - (c) never writing the PIN in a way which can be understood by someone else;
  - (d) never divulging/disclosing/sharing the PIN, Card-i information and/or BOSS Code to anyone else;
  - (e) not letting the Card-i out of the Cardmember's sight; or
  - (f) not using the Cardmember's date of birth, identity card number or phone number as the PIN.
- 30.3 In the event of any loss and/or theft of the Card-i and/or disclosure of the PIN to any other person or third party, the Cardmember shall immediately notify BSN and report to the police of such loss

and/or theft of the Card-i and/or disclosure of the PIN to any person followed by a written confirmation to BSN together with a copy of the police report within seven (7) Calendar Days from the date of the loss and/or theft and/or disclosure of the PIN to a third party. The Cardmember shall be and shall remain liable to BSN for any Halal Goods and Services supplied by Authorised Merchants and cash advances effected by the use of the Card-i by any person before BSN's receipt of the Cardmember's written confirmation.

- 30.4 Cardmember will be liable for PIN based unauthorised card present transaction if the Cardmember has:
- (a) acted fraudulently; or
  - (b) failed in notifying BSN soonest as reasonably practicable after having discovered the loss or unauthorised use of the Card-i; or
  - (c) voluntarily disclosed the PIN to another person; or
  - (d) recorded the PIN on the Card-i, or on anything that is kept close by with the Card-i.
- 30.5 Cardmember will be liable for unauthorised card present transactions which require signature verification or with a Contactless Transaction, if the Cardmember has:
- (a) acted fraudulently; or
  - (b) failed in notifying BSN soonest as reasonably practicable after having discovered the loss or unauthorised use of the Card-i; or
  - (c) left the Card-i or item containing the Card-i unattended in places visible and accessible to others; or
  - (d) voluntarily allowed another person to use the Card-i.
- 30.6 Cardmember will be liable for unauthorised card-not-present transactions, if the Cardmember has:
- (a) acted fraudulently; and/or
  - (b) failed in notifying BSN soonest as reasonably practicable, upon Cardmember becoming aware of the unauthorised use of the Card-i; and/or
  - (c) deliberately or not deliberately disclosed the Card-i details and BOSS Code to any other person, including but not limited to, via unsolicited emails or on any website other than the official website of BSN at [www.bsn.com.my](http://www.bsn.com.my); and/or
  - (d) participated in a disputed transaction, either directly or indirectly, as information by the acquirer.
- 30.7 In the event that the Cardmember is not satisfied with BSN's decision in relation to any matter arising from this clause, the Cardmember may refer the dispute to the Ombudsman for Financial Services for resolution of the said dispute. When the lost or stolen Card-i is recovered, the Cardmember agrees not to use the Card-i which has been recovered and shall immediately return the same, cut in half, across the magnetic stripe and the chip to BSN.
- 30.8 BSN is not obliged to issue a replacement Card-i to the Cardmember following its loss or theft. If BSN decides to issue a replacement Card-i, it will be subject to the Replacement Card-i Fee stated in Clause 20.1 (or any such amount as may be determined by BSN from time to time). BSN reserves the right not to replace the Card-i in the event of any reported subsequent loss or theft of the Card-i.
- 30.9 In the event a replacement Card-i is issued, the whole Outstanding Balance and all other debit entries constituting the Outstanding Balance in the Card-i Account shall be transferred to the new Card-i Account.

### **31. RENEWAL OF THE CARD-i**

- 31.1 Upon the expiry of the validity period of the Card-i, BSN may issue the Cardmember a new replacement Card-i which may be valid for the same period as the preceding validity period, unless determined otherwise by BSN. However, BSN reserves its right to refuse to issue a new replacement Card-i without having to assign any reason whatsoever.
- 31.2 In the event a new Card-i is issued, the whole Outstanding Balance and all other debit entries constituting the Outstanding Balance in the Card-i Account shall be transferred to the new Card-i Account.

### **32. CARD-i ACCOUNT CLOSURE**

32.1 BSN shall close the Card-i Account upon the receipt of a closure request from the Cardmember, upon the termination of the use of the Card-i or at any time as BSN deems fit after giving seven (7) Working Days notice to the Cardmember without being subjected to any fees and charges imposed by BSN on the Cardmember. In connection with such closure of the Card-i Account, BSN shall arrange for a refund (if any) to the Cardmember within thirty (30) Calendar Days by way of means or such other mode of payment as determined by BSN.

### **33. RIGHT TO SET-OFF / CONSOLIDATION**

33.1 BSN may at any time with at least a seven (7) Calendar Days prior notice combine or consolidate all or any of the Cardmember's accounts with BSN to set-off or transfer any monies standing to the credit of the Cardmember's account with BSN of whatever description and wherever located towards the reduction and/or discharge of any sum due to BSN under this Agreement.

33.2 In this regard, BSN may concurrently earmark any available funds in the Cardmember's deposit accounts against the Cardmember's Outstanding Balance upon the issuance of the notice to the Cardmember.

### **34. LEGAL COSTS AND INDEMNITY**

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

### **35. UNFORESEEN CIRCUMSTANCES (*FORCE MAJEURE*)**

35.1 Without prejudice to any of the provisions of this Agreement, the Cardmember agrees not to hold BSN liable in the event that BSN is unable to perform in whole or in part any of its obligations under this Agreement, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond BSN's control or due to any factor in a nature of a force majeure.

35.2 Any inability to meet a payment due by the Cardmember to BSN because of lack of funds will in no circumstance be treated as force majeure. In the event that BSN is not able to furnish the Cardmember with the Statement pursuant to the provisions of this Agreement for any period of time, the Cardmember's liability for Actual Profit Charges and other fees and charges shall nevertheless continue to accrue and for the purposes of computing the profit charge payable to BSN or establishing the due date for payment of the Actual Profit Charges, other fees and charges and Facility Limit, BSN may select any day of the month as the monthly Statement date.

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

36.1 BSN shall not be held responsible for the refusal of any Authorised Merchants or the Member Banks to honor or accept the Card-i or for any defect or deficiency in the Halal Goods or Services supplied to the Cardmember by any Authorised Merchants. Any complaint by the Cardmember must be resolved directly with the Authorised Merchants or the Member Banks concerned and no claim against the Authorised Merchants or the Member Banks may be set-off or counter-claimed against BSN.

- 36.2 Furthermore, the Cardmember agrees to be liable for the amounts incurred and will not withhold payment to BSN on account of any such complaint or under any circumstances. Halal Goods and Services obtained against the Card-i shall not be exchanged or returned for a cash refund but a credit voucher shall be issued by the Authorised Merchants for this purpose. Upon receipt of any credit voucher, BSN shall credit the same into the Cardmember's Card-i Account. Unless the credit voucher issued is received by BSN, the Cardmember shall remain liable for the amount incurred.
- 36.3 In amplification and not in derogation of the aforesaid, BSN shall not be liable for damages suffered or loss incurred by the Cardmember under any circumstances whether or not such circumstances relate to or arise out of this Agreement including but not limited to non-acceptance for any reason whatsoever of the Card-i by Authorised Merchants, person or body non-acceptance by any bank or any Member Banks for cash advances, rejection of the Card-i by any ATM, non-renewal, restriction or cancellation of the Facility Limits or facilities, the listing of such Card-i Number in any cancellation lists or under any circumstances where BSN shall be obliged to act reasonably to protect its rights under the provisions of this Agreement.

### **37. AMENDMENTS**

- 37.1 BSN reserves the right to add, delete, alter or amend any of these terms and conditions at any time and from time to time upon giving at least twenty-one (21) Calendar Days' prior notice (unless stated otherwise) to the Cardmember from the date such addition, deletion, alteration or amendment becomes effective. Notice of such additions or modifications or amendments and the effective date of the same may be communicated and affected by any one of the following means of communication:-
- (a) by dispatching a notice to the Cardmember by courier or hand;
  - (b) by posting a notice on the premises of BSN or its branch offices;
  - (c) by way of a single publication in one or more newspapers of BSN's choice;
  - (d) by posting an insertion in the Statement of Account;
  - (e) by way of an ordinary or registered post;
  - (f) by SMS or electronic mail to the Cardmember; or
  - (g) by posting on BSN's Website.
- 37.2 Communication to the Cardmember by any one of the above modes of communication shall be deemed to have been received by or communicated to the Cardmember:
- (a) on the day of delivery in the case where notice of the amendment is dispatched to the Cardmember by courier or hand;
  - (b) on the date of posting of the notice in the premises of BSN or its branch offices if communication is made or effected by BSN in accordance with the provision of Clause 37.1(b);
  - (c) on the date of first publication in any newspapers of BSN's choice if communication is made or effected by BSN in accordance with the provision of Clause 37.1(c);
  - (d) three (3) Calendar Days after the date of posting of the amendment in the Statement of Account to the Cardmember if communication is made or effected by BSN in accordance with the provision of Clause 37.1(d);
  - (e) three (3) Calendar Days after the date of posting of the notice to the Cardmember by ordinary or registered post if communication is made or effected by BSN in accordance with the provision of Clause 37.1(e);
  - (f) on the notice of such changes are sent by SMS or electronic mail to the Cardmember or the date such notice of changes is posted to the BSN's Website in accordance with the provision of Clause 37.1(f);
  - (g) on the date of posting of the notice on BSN's Website if communication is made or effected by BSN in accordance with the provision of Clause 37.1(g).
- Such changes will apply on the effective date specified by BSN and will apply to all Outstanding Balance in the Card-i Account. Retention or use of the Card-i after the effective date of any change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardmember.

37.3 This Agreement (and all ancillary agreements as time to time amended by BSN) contain, and are intended as, a complete statement of all of the terms and arrangements between the parties in this Agreement with respect to the matters provided for in this Agreement and supersedes any previous agreements and understandings between the parties in this Agreement with respect to any such matters.

### **38. SEVERABILITY**

38.1 If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

### **39. DISCLOSURE OF INFORMATION AND PERSONAL DATA**

39.1 The Cardmember consents and authorizes the BSN to collect, process, disclose, transfer, maintain, store and retain the Cardmember's Personal Data in accordance to Personal Data Protection Act 2010 (PDPA). Personal Data under this clause has the same meaning given under the PDPA ("Personal Data").

39.2 The Cardmember expressly gives its consent to and authorises BSN as and when BSN may deem fit and necessary to do the following things set forth in this Agreement without reference to the Cardmember:

- (a) to disclose the affairs or Card-i Account pursuant to Development Financial Institution Act 2002 and Personal Data of the Cardmember including but not limited to the address, telephone number or email address or make a record of the Cardmember's personal particulars submitted to BSN and any other information relating to the Card-i Account and the Cardmember's Other Accounts and the Card-i numbers of the new renewed or replaced Card-i and any other information relating to the use of the Card-i or any transaction effected or to be effected through the use of the Card-i and such other information or document whatsoever relating to the Cardmember's affairs or accounts (including the Statement of accounts in relation) and any other credit facility which the Cardmember may have with BSN or other information as BSN deems fit to:-
  - (i) any person who has guaranteed or may guarantee or otherwise has provided security or may provide security in relation to the use of the Card-i;
  - (ii) any company, organization, institution, association, credit bureau, credit agencies, financial institution or other entity which may be conducting a credit check on the Cardmember, such as the Central Credit Unit of Bank Negara Malaysia, Biro Maklumat Cek (BMC), Central Credit Reference Information System (CCRIS) or such other authority or body established by Bank Negara Malaysia, any other body or authority (governmental or otherwise) as BSN may deem fit under any applicable law, regulation, guidelines, regulatory requirement or directive (whether having the force of law or otherwise);
  - (iii) any person who BSN deems necessary for the purpose of recovering any monies due and owing from the Cardmember to BSN (including but not limited to debt collection agencies, its employees and agents);
  - (iv) any Authorised Merchants, any officer of BSN and any of the Member Banks and/or any person or entity having a legitimate interest in the Cardmember as it relates to the use of the Card-i by the Cardmember.
- (b) to lodge reports (including police reports) and/or circulars and/or insert advertisements or publish or display notices (including any advertisements in any media) incorporating any or all of the Cardmember's personal particulars, particulars of his Card-i Account (including but not limited to the Cardmember's accounts and financial status) which BSN may deem necessary for the purpose of recovering any monies due and owing from the Cardmember to BSN.

- (c) to check the credit standing of an applicant for the Card-i and/or the Cardmember's personal particulars, dealings and credit standing with whatsoever companies, individuals, agencies, financial institutions or other bodies and to obtain therefrom such information as may be required by BSN, whether by way of oral communication or through documents.
  - (d) to disclose to the Principal and/or Supplementary Cardmember the information as referred to in sub-paragraph (c) above and any information which BSN deems fit concerning the Card-i Account and the Cardmember's Other Accounts and vice versa.
- 39.3 BSN disclaims all liability to the Cardmember for any loss or damage (direct, indirect, special or consequential) of any nature or embarrassment suffered by the Cardmember arising from or occasioned by the disclosure of any information or interpretation or use of information disclosed unless they arise from and are caused directly by BSN's gross negligence or willful default.
- 39.4 The Cardmember expressly consents to such disclosure and confirms and declares that the terms contained in this Agreement shall be subject to the Privacy Policy which is accessible on BSN's Website. In the event of any inconsistency between the terms contained in this Agreement with the terms set out in the Privacy Policy, the terms and conditions in the Privacy Policy shall prevail.
- 39.5 The Cardmember acknowledges that the Cardmember has the right to withdraw the consent given earlier according to the process as stated in the Privacy Policy. However, the withdrawal of the Cardmember's consent may affect the services provided by BSN to the Cardmember. In such instances, BSN will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information by giving notice to the Cardmember.

#### **40. FURTHER DOCUMENTS**

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

#### **41. SERVICE OF NOTICE**

- 41.1 The Cardmember irrevocably consents to the service of any notice under this Agreement or any court process or delivery of cheque, bank draft cashier's order or the Card-i or any other document or item by ordinary post or by hand or by courier service to the last known address of the Cardmember in BSN's record and such service and/or delivery shall be deemed effective three (3) Calendar Days after posting, if sent by post and at the time of delivery, if delivered by hand or courier. Service of court process may also be effected by any other manner permitted by the law.
- 41.2 The Cardmember must promptly notify BSN in writing of any changes in employment or business or address (office or residential) or if the Cardmember intends to be absent from Malaysia for more than thirty (30) Calendar Days in one stretch
- 41.3 Pursuant to Clause 41.2, it is important for the Cardmember to promptly notify BSN of any changes mentioned in Clause 41.2 in order to ensure that BSN has the latest updated information of the Cardmember.

#### **42. CERTIFICATE OF INDEBTEDNESS**

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

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

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

#### **44. SUSPENSE ACCOUNT**

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

#### **45. AGENCI KAUNSELING DAN PENGURUSAN KREDIT (AKPK)**

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

#### **46. APPOINTMENT OF AGENTS**

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

#### **47. SUCCESSORS**

47.1 This Agreement shall be binding upon the heirs, personal representatives and successors-in-title of the Cardmember and on the successors-in-title and assigns of BSN.

#### **48. RECONSTRUCTION OF BSN**

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

#### **49. TIME OF THE ESSENCE**

49.1 Time wherever mentioned shall be the essence of this Agreement.

#### **50. LAW APPLICABLE AND JURISDICTION**

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

50.2 This Agreement is intended to be wholly Shariah-compliant. The Cardmember and BSN agree that their respective rights and obligations in this Agreement are intended to be and subject to and in conformity with Shariah as are determined by the Shariah Advisory Council of Bank Negara Malaysia or Shariah committee of BSN. The Cardmember further agrees that the Card-i shall not be used for unlawful activities or Shariah non-compliant transaction. However, if the Card-i is used for such transaction which does not fall under non-Authorized Merchants, BSN is permitted to honor the transaction based on the Shariah concept of 'Umum Balwa' (an unfavorable widespread situation affecting most people and is difficult to avoid).

50.3 In the event the Card-i is used by the Cardmember to purchase or use for non-Halal Goods and Services, it is the responsibility of the Cardmember himself, and BSN shall not be accountable. BSN shall also be entitled to terminate the Card-i immediately without prior notice or liability to the Cardmember if the Card-i is found to be used for Shariah non-compliant transactions.

#### **51. EXCLUSION OF LIABILITY**

51.1 BSN shall not be liable to the Cardmember for any losses (including any expenses incurred, loss of contracts, profits or other consequential loss, whether direct or indirect) howsoever suffered (unless they arise from and are caused directly by BSN's gross negligence or willful default) in relation to the Cardmember's use of the Card-i including but not limited to damage or loss suffered in respect of any statement, representation or implication relating to or arising from any non-renewal or cancellation of the Card-i or any revocation, suspension or restriction of the use of the Card-i by the Cardmember.

#### **52. DEVELOPMENT FINANCIAL INSTITUTIONS ACT 2002 (DFIA)**

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

### **53. SUPERSEDING AGREEMENT**

- 53.1 All previous agreements in respect of the subject matter, if any, made between BSN and the Cardmember, either written or verbal, are cancelled and superseded by this Agreement.
- 53.2 In the event of inconsistency between the content of this Agreement in English version as compared to the Bahasa Melayu version, the content of this Agreement in English version shall, to the extent of such inconsistency, be applicable and prevail over the content of this Agreement in Bahasa Malaysia version.

### **54. PUBLICATION OF THIS AGREEMENT ON BSN'S WEBSITE**

- 54.1 A copy of this Agreement is published on BSN's Website (or any other website which BSN may change from time to time by giving adequate notice to Cardmember). In the event BSN changes or varies any terms of this Agreement, the amended and updated version will be posted on BSN's aforesaid website.

### **55. PRIVACY CLAUSE**

- 55.1 The Cardmember confirms that he has read, understood and agreed to be bound by BSN Privacy Policy (which is available on BSN's Website) and the clauses in this Agreement, as may relate to the processing of the Cardmember's personal information. For the avoidance of doubt, the Cardmember agrees that the said Privacy Policy shall be deemed to be incorporated by reference into this Agreement.
- 55.2 In the event the Cardmember provides personal and financial information relating to third parties, including information relating to the Cardmember's next-of-kin and dependents (where the Cardmember is an individual) or information relating to the Cardmember's directors, shareholders, officers, individual guarantors and security providers (where the Cardmember is a corporation), for the purpose of opening or operating the Cardmember's account(s)/facility(ies) with BSN or otherwise subscribing to the BSN's products and services, the Cardmember:-
- (a) confirms that he/she has obtained their consent or are otherwise entitled to provide this information to BSN and for BSN to use it in accordance with this Agreement;
  - (b) agrees to ensure that the personal and financial information of the said third parties is accurate;
  - (c) agrees to update BSN in writing in the event of any material change to the said personal and financial information; and
  - (d) agrees to the BSN's right to terminate this Agreement should such consent be withdrawn by any of the said third parties.
- 55.3 Where the Cardmember instructs BSN to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime).
- 55.4 In instructing BSN and/or the BSN's agents to enter into any cross-border transaction on the Cardmember's behalf, the Cardmember agrees to the above said disclosures on behalf of the Cardmember and others involved in the said cross-border transaction.
- 55.5 BSN may use a credit reporting/reference agency to help make decisions, for example when BSN needs to:
- (a) check details on applications for credit and credit-related or other facilities;
  - (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Cardmember's portfolio(s); and/or
  - (c) recover debts.
- 55.6 The Cardmember will be linked by credit reporting/reference agencies to any other names the Cardmember uses or have used, and any joint and several applicants. BSN may also share

information about the Cardmember and how the Cardmember manages his/her account(s) and/or facility(ies) with relevant credit reporting/reference agencies.

- 55.7 Even after the Cardmember has provided BSN with any information, the Cardmember will have the option to withdraw the consent given earlier. In such instances, BSN will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information.
- 55.8 BSN reserves the right to amend this clause from time to time and shall provide prior notification to the Cardmember in accordance with this Agreement.
- 55.9 This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

## **56. TAXES**

- 56.1 All fees and charges imposed on BSN Credit Card-i are subject to the applicable tax imposed or will be imposed by the Government of Malaysia or any other competent authority in Malaysia based on the prevailing rate.

The information provided in this Terms and Conditions are valid starting October 2025.

(v1.0 10/2025)