

## Bank Simpanan Nasional ("BSN") EasyCash Programme – Terms & Conditions

- 1. BSN EasyCash Program ("ECP") by Bank Simpanan Nasional ("BSN") is offered to all new and existing eligible Principal Cardholder.
- 2. The offering of ECP to BSN Credit Card-i cardholder is based on the existing shariah contract for BSN Credit Card-i which are Ujrah (payment of fee as a consideration for the services provided as well as the benefits and privileges offered by BSN to the Cardholders) and Qard (contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender).
- 3. Eligible Principal Cardholder means whose account is current, good standing and not closed, cancelled, suspended, or terminated by BSN with sufficient available credit limit/facility limit may apply for ECP.
- 4. The ECP allows the Cardholder to withdraw up to 80% percentage of the Cardholder's available credit limit/facility limit.
- 5. The withdrawal is subject to minimum ECP amount as specified in the following table; and in any case is subjected to the BSN's discretion and it may be varied by BSN from time to time.

Plan	Minimum ECP Amount	
AA	RM500.00	
AB	RM500.00	
AC	RM1,000.00	
AD	RM2,000.00	
AE	RM3,000.00	
AF	RM3,000.00	
AG	RM3,000.00	

- 6. During application, the Cardholder shall select payment period for the ECP Amount:
  - i. The ECP Instalment Period available for selection is: 6, 12, 24, 36, 48, 60 or 72 months. ("the ECP Instalment Period").
  - ii. During the ECP Instalment Period, the ECP Amount shall be paid by way of equal monthly instalments ("the ECP Monthly Instalment").

Neither the ECP Instalment Period nor the ECP Monthly Instalment may be altered or varied once the application approved.

 The Cash Advance Fee or such other fee amount which may be determined by BSN for each application of Plan A will be debited from the Cardholder's Card Account and will not be refunded. For the applicable Cash Advance Fee/Fee, please refer to Clause 8.  BSN is entitled to and shall charge a fixed interest fee/ management fee (per annum) on the ECP Amount. The ECP interest fee/management fee are varies according to the plan selected, as specified in the following table: -

Plan	Tenure	Interest Fee/ Management Fee	Cash Advance Interest Fee/Fee %	Subscribe to credit shield
AA	6 Months	N.A.	1.99% (One-Time)	-
AB	12 Months	N.A.	3.99% (One Time)	
AC	24 Months	3.99% Per Annum	N.A.	
AD	36 Months	3.99% Per Annum	N.A.	Optional
AE	48 Months	4.99% Per Annum	N.A.	optional
AF	60 Months	5.99% Per Annum	N.A.	
AG	72 Months	5.99% Per Annum	N.A.	

- 9. The ECP Monthly Instalment is computed as the sum of ECP Amount plus applicable Interest Fee/Management Fee (per annum) divided by the number of months in the ECP Instalment Period.
- 10. The above rate is only applicable for new application from 1<sup>st</sup> October 2022. For existing Cardholder that subscribed prior to this date, the approved rate during application remains.
- 11. The Cardholder shall specify the following details in the application form:
  - i. The ECP amount that the Cardholder wishes to apply,
  - ii. The ECP Plan that the Cardholder wishes to apply, refer Clause 8; and
  - iii. The details of the Cardholder's savings or current account maintained by a licensed bank in Malaysia for the transfer of approved ECP Amount.
- 12. The approval or otherwise of the Cardholder's application will be subject to:
  - i. the current standing of the Cardholder's account; and
  - ii. the Cardholder available credit limit/ facility limit at the time of application.

BSN may at its discretion to approve or reject the application for the ECP amount specified by the Cardholder or approve such lower amount as BSN deems fit. BSN will not be obliged to inform or notify the Cardholder the lower amount prior to its approval.

- 13. Upon approval, the ECP amount will be disbursed into the Cardholder's savings or current account by the following mode:
  - i. Internal transfer to the Cardholder's bank account maintained in BSN; or
  - ii. Interbank GIRO (IBG) transfer to Cardholder's bank account maintained with other licensed bank in Malaysia at the Cardholder's choice.

The Cardholder is responsible to provide the true and correct account number to BSN for the purpose of disbursing the approved ECP Amount. BSN will not be liable for disbursement made to any inaccurate or wrong account provided by the Cardholder.

- 14. The Cardholder will not earn BSN Rewards Points and/ or Cash Back for the ECP.
- 15. The Cardholder may at any time cancel participation in the ECP or elect for early settlement of the ECP Amount by informing BSN. Upon such cancellation or early termination or in the event the Cardholder cancels the card, the Cardholder must pay the total outstanding principal under the ECP together with one (1) month fee due.
- 16. Upon BSN's approval of the Cardholder's application and the disbursement of the ECP Amount to the Cardholder's account,
  - i. The Cardholder's existing available credit limit/facility limit will be reduced by an amount equivalent to the approved ECP Amount, which will not be available to the Cardholder but will be progressively restored on a monthly basis as the Cardholder makes repayment of each ECP Monthly Instalment. BSN will not be responsible for any failed transaction or transactions rejected by merchants due to the unavailability of the credit limit/facility limit of the Cardholder's Card; and
  - The Cash Advance Fee/Fee (One-Time) will be charged upfront on the approved ECP Amount for the plan A and will be billed to the Cardholder's Account in the following Statement of Account upon BSN's approval of the Cardholder's application.
- 17. All remaining ECP's outstanding balances will be billed to the Cardholder's Account and applicable late payment charge/ Ta'widh (compensation) shall be levied in accordance to BSN Cardholder Agreement if:
  - i. The Cardholder defaults in any obligations stated herein or under BSN Cardholder Agreement;
  - ii. The Cardholder defaults in paying the ECP Monthly Instalment or such other sums due and payable to BSN in excess of ninety (90) days from the due date; and/or
  - iii. The ECP is cancelled or terminated.

Cardholder shall forthwith settle all ECP's outstanding balances including all fees and charges levied.

18. During the ECP period, the Cardholder shall pay the full monthly instalment amount before the payment due date in which, the monthly instalment amount will be credited to theCardholder's credit card account. In the event the Cardholder fails to pay the full monthly instalment, the current Interest Fee/Management Fee will be charged on the remaining instalment balance which is due on the payment due date until the instalment is fully settled. If the Cardholder fails to pay the full instalment for two consecutive months, the ECP instalment will be terminated automatically.

- 19. Without prejudice to Clause 16 and 17 above, if the Cardholder is in breach of any obligations stated herein, the BSN Cardholder Agreement shall apply to all the said instalments or outstanding balance remaining.
- 20. The Cardholder is liable to pay for all fees and charges imposed on BSN Credit Card and subjected to any taxes imposed or will be imposed by the Government of Malaysia or any other competent authority in Malaysia based on the prevailing rate.
- 21. BSN reserve the right to add, modify, change, amend, delete or vary all or any of those terms and conditions or to replace wholly or in part of the ECP by another scheme, whether similar or not, or to withdraw with twenty one (21) calendar days' prior notice to the Cardholder.
- 22. Any addition, modification, changes, amendment deletion or variation to these terms and conditions will be binding on the Cardholders and be deemed to be brought to the Cardholders' attention and knowledge by its display at BSN or by notice being sent by BSN or by advertisement at BSN's official social media page or BSN's Website or by any other mode which BSN deems fit.
- 23. The Cardholder shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents (including death) resulting from their application in this ECP.
- 24. BSN is not responsible for technical problems that prevent any individual from applying in this ECP.
- 25. In no events BSN will be liable and/or responsible to the Cardholder for any losses or damages (including without limitation to loss of income, profit, goodwill, business opportunity or direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, negligence or otherwise, in connection with the ECP.
- 26. BSN shall not be responsible and/or liable nor shall it accept any form of liability in whatsoever nature and howsoever arising or suffered by Cardholders resulting directly or indirectly from the Cardholders' participation in the ECP or otherwise. Furthermore, BSN shall not be liable for any default of its obligation under the ECP due to any force majeure event which include but not limited to act of God, pandemic and/or epidemic, war (whether declared or undeclared), strike, riot, lockout, industrial action, civil commotion, terrorist acts, disputes, worker unrest, sanctions, fire, flood, drought, storm, accident, machine failures and failure of data processing systems or transmissions rates or telecommunications or electrical system or any event beyond the reasonable control of BSN.
- 27. By participating in this ECP, the Cardholders agree: -
  - (a) To have read, understood and agreed to be bound by the terms and conditions herein, terms and conditions under the Cardholder Agreement of BSN Credit Card/-i and/or any other relevant terms and conditions that BSN may impose from time to time including any amendment thereto;
  - (b) To access to BSN's Website at <u>www.bsn.com.my</u> ("BSN's Website) on regular basis to view the terms and conditions and to ensure updated with any change or variation made to the terms and conditions; and

- (c) All BSN's decisions on all matters relating to this ECP shall be final, conclusive and undisputable and binding on all Cardholders. No further correspondence and/or appeal to dispute the same will be entertained.
- 28. BSN reserve the right: -
  - (a) To modify, suspend or cancel the ECP in the event it becomes incapable of running as planned, technically interfered or corrupted, including but not limited to infection by computer virusm bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of BSN, despite the best effort of BSN;
  - (b) To disqualify any Cardholders that is found or suspected of tampering with the ECP's process, the operation of the ECP or to be in violation of the terms and conditions of this ECP; and
  - (c) To pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to the ECP.
- 29. The Cardholders agree and consent to their personal details including without limitation to Personal Data or information being collected, processed and used by BSN and/or third party service providers engaged by BSN, if any, for the purposes of the ECP in accordance with the BSN's Privacy Notice, which may be viewed at BSN's Website.
- 30. The Cardholders have the right at any time to: -
  - (a) Withdraw their consent for the use of Personal Data;
  - (b) Request for any correction/update of Personal Data; and'
  - (c) Raise any questions regarding the use of Personal Data by contacting BSN.
- 31. These terms and conditions are an addition to the terms and conditions under the Cardholder Agreement of BSN Credit Card/-i and the Cardholders agree that these terms and conditions shall be read together with the terms and conditions under the Cardholder Agreement of BSN Credit Card/-i. In the event of discrepancy between any of these terms and conditions and the terms and conditions under the Cardholder Agreement of BSN Credit Card/-i, these terms and conditions shall prevail to the extend they apply to the ECP.
- 32. In the event of any discrepancies between the terms and conditions herein and any advertising, promotional, publicity and other materials relating to or in connection with this ECP, the final terms and conditions on the BSN's Website shall prevail. Any matter with regards to the ECP which is not covered in these terms and conditions will be determined solely by BSN at its discretion.
- 33. BSN will not be liable for any misinterpretation of facts by the Cardholders in respect of the Interest Fee/Management Fee offered and published in the Bank's official social media page, marketing or advertising materials.
- 34. All terms and conditions stipulated herein shall be governed and construed in accordance with the Laws of Malaysia and the Cardholders agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

35. All capitalized expression used in these terms and conditions shall have the same meaning as specified in the terms and conditions under the Cardholder Agreement in the BSN Credit Card/-i unless stated otherwise herein.

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