

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

- 1. BSN EasyCash Programme ("ECP") by Bank Simpanan Nasional ("BSN") is offered to all new and existing eligible BSN Principal Credit Card Cardmember ("Cardmember").
- 2. The Cardmember's account must be current, good standing and not closed, cancelled, suspended, or terminated by BSN with sufficient available facility limit.
- 3. The ECP allows the Cardmember to withdraw up to 80% of the Cardmember's available facility limit.
- 4. The ECP has the following plans: -

Plan	Tenure	Minimum Cash Amount	Profit / Interest Rate (Per Annum)	Profit / Interest Rate (One-off Charge)	Subscribe to Credit Shield
AA	6 Months	RM500.00	N.A.	1.99%	
AB	12 Months	RM500.00	N.A.	3.99%	
AC	24 Months	RM1,000.00	3.99%	N.A.	
AD	36 Months	RM2,000.00	3.99%	N.A.	Optional
AE	48 Months	RM3,000.00	4.99%	N.A.	
AF	60 Months	RM3,000.00	5.99%	N.A.	
AG	72 Months	RM3,000.00	5.99%	N.A.	

- 5. The withdrawal is subject to the minimum amount specified in the table in Clause 4; and in any case is subjected to BSN's discretion and it may be varied by BSN from time to time.
- 6. BSN is entitled to and shall charge a Profit/Interest Rate (Per Annum) on the ECP Amount specified in the table in Clause 4. The Profit/Interest Rate (One-off Charge) for each application of Plan AA and Plan AB will be debited from the Cardmember's Card Account and will not be refunded. For the applicable Profit/Interest Rate (One-off Charge), please refer to Clause 4.
- 7. 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 ECP application has been approved.
- 8. For plans AA and AB, Cardmember must pay the ECP Monthly Installment along with the Profit/Interest Rate (One-off Charge) in the first month's installment, and thereafter, the Cardmember only needs to pay the ECP Monthly Installment for the subsequent months. The first month's instalment amount may be slightly higher than the subsequent months due to rounding adjustment.

- 9. For plans AC, AD, AE, AF and AG, the ECP Monthly Instalment is computed as the sum of ECP Amount plus applicable Profit/Interest Rate (Per Annum) divided by the number of months in the ECP Instalment Period. The first month's instalment amount may be slightly higher than the subsequent months due to rounding adjustment.
- 10. The rate specified in the table in Clause 4 is only applicable for new application from 1<sup>st</sup> October 2022. For existing Cardmember that subscribed prior to this date, the approved rate during application remains.
- 11. The Cardmember shall specify the following details in the application form:
  - a) The ECP amount that the Cardmember wishes to apply,
  - b) The ECP Plan that the Cardmember wishes to apply, refer Clause 4; and
  - c) The details of the Cardmember'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 Cardmember's application will be subject to:
  - a) the current standing of the Cardmember's account; and
  - b) the Cardmember available facility limit at the time of application.
- 13. BSN may, at its discretion, approve or reject the application for the ECP amount specified by the Cardmember or approve such lower amount as BSN deems fit. BSN will not be obliged to inform or notify the Cardmember of the lower amount prior to its approval. However, BSN will notify the Cardmember if the Cardmember's application for ECP is rejected by telephone and/or SMS and/or any other method(s) deemed suitable by BSN.
- 14. Upon approval, the ECP amount will be disbursed into the Cardmember's savings or current account by the following mode:
  - a) Internal transfer to the Cardmember's bank account maintained in BSN; or
  - b) Interbank GIRO (IBG) transfer to the Cardmember's bank account maintained with other licensed bank in Malaysia specified by the Cardmember in the ECP application form.

The Cardmember 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 Cardmember.

- 15. The Cardmember will not earn BSN Rewards Points and/ or Cash Back for the ECP.
- 16. Upon BSN's approval of the Cardmember's application and the disbursement of the ECP Amount to the Cardmember's account,
  - a) The Cardmember's existing available facility limit will be reduced by an amount equivalent to the approved ECP Amount, which will not be available to the Cardmember but will be progressively restored on a monthly basis as the Cardmember makes payment 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 facility limit of the Cardmember's Card; and
  - b) The Profit/Interest (One-off Charge) will be charged upfront on the approved ECP Amount for Plan AA and Plan AB and will be billed to the Cardmember's Account in the following Statement of Account upon BSN's approval of the Cardmember's application.

- 17. A Cardmember whose accounts with BSN that are believed to have been operated fraudulently or which have been invalidated, suspended, closed, cancelled, delinquent or a Cardmember who has been in breach of any of their agreement with BSN is not eligible to apply for ECP.
- 18. The Cardmember may at any time cancel participation in the ECP or elect for early settlement of the ECP Amount by written notice to the Bank or such other method as may be prescribed by the Bank from time to time. Upon such cancellation or early settlement or in the event the Cardmember cancels the Card, the Cardmember must pay the total outstanding principal under the ECP and for plans AC, AD, AE, AF and AG, the Cardmember must also pay one (1) month profit/interest due. Upon the cancellation of the ECP, Clause 20 of these Terms and Conditions shall apply. All such outstanding Amount will be shown in the Cardmember's Account monthly statement and the Cardmember shall pay the same in accordance with the provisions of the Cardmember Agreement, failing which the Bank shall be entitled to exercise its right under the Cardmember Agreement.
- 19. Each of the following events shall constitute an event of default where with the occurrence of such an event, all outstanding charges and/or ECP Monthly Instalments and/or all monies due thereunder shall immediately become due and payable by the Cardmember and without prejudice to the Bank's right to demand payment of all or any part of the outstanding charges and/or ECP Monthly Instalments and all monies due thereunder. The Bank shall be entitled to exercise its remedies under the Cardmember Agreement:-
  - if the Cardmember defaults in any of his/her obligations stated herein or under the Cardmember Agreement;
  - b) if default is made in the payment of the ECP Monthly Instalment or any sums due hereunder or under the Cardmember's Account;
  - c) if ECP is terminated;
  - if the Terms and Condition herein or any part hereof shall at any time for any reason cease to be in full force and effect or valid or shall be declared void, repudiated or frustrated;
  - e) if it becomes impossible or unlawful for the Bank to make available or continue to make available the ECP to the Cardmember;
  - f) if there shall occur any circumstances of any nature which in the Bank's opinion may cause the Bank to be unable to make available or continue to make available the ECP to the Cardmember:
  - g) the Card is cancelled or the Cardmember's Account is terminated.
- 20. All remaining ECP's outstanding balances will be billed to the Cardmember's Account and applicable late payment charge/ Ta'widh (compensation) shall be levied in accordance to BSN Cardmember Agreement if: -
  - The Cardmember defaults in any obligations stated herein or under BSN Cardmember Agreement;
  - b) The Cardmember defaults in paying the ECP Monthly Instalment or such other sums due and payable to BSN in excess of three (3) months from the due date. Notwithstanding this, BSN also maintains its rights to terminate the ECP if the Cardmember fails to pay the full instalment for three (3) consecutive months; and/or
  - The ECP is cancelled or terminated.

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

- 21. During the ECP period, the Cardmember shall pay the full monthly instalment amount before the payment due date in which, the monthly instalment amount will be credited to the Cardmember's credit card account. This strict payment timeline shall apply throughout the tenure of the ECP Instalment Period selected by the Cardmember. In the event the Cardmember fails to pay the monthly instalment accordingly, the normal Profit/Interest rate charged under the respective Card used by the Cardmembers for ECP will be charged on the remaining instalment balance which is due on the payment due date until the instalment is fully settled.
- 22. Without prejudice to Clause 19 and 20 above, if the Cardmember is in breach of any obligations stated herein, the BSN Cardmember Agreement shall apply to all the said instalments or outstanding balance remaining.
- 23. The Cardmember is liable to pay for all fees and charges imposed on the 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.
- 24. BSN reserve the right to add, modify, change, amend, delete or vary all or any of these 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 Cardmember.
- 25. Any addition, modification, changes, amendment deletion or variation to these Terms and Conditions will be binding on the Cardmembers and be deemed to be brought to the Cardmembers' 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.
- 26. The Bank reserves the right to automatically debit all or any outstanding ECP Amount to the Cardmember's Account in the event the Cardmember requests to terminate the use of the card or the Bank closes the Cardmember's Account for any reason whatsoever.
- 27. The Cardmember 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.
- 28. In the event of any changes in the Cardmember's Account number, the ECP will be automatically debited to the Cardmember's new credit card account which will be issued under the "conversion", "lost card" or "fraud" procedure.
- 29. BSN is not responsible for technical problems that prevent any individual from applying in this ECP.
- 30. In no events BSN will be liable and/or responsible to the Cardmember 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.
- 31. 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 Cardmembers resulting directly or indirectly from the Cardmembers' 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.

- 32. By participating in this ECP, the Cardmembers agree:
  - a) To have read, understood and agreed to be bound by the Terms and Conditions herein, Terms and Conditions under the Cardmember 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 BSN's Website at <a href="www.bsn.com.my">www.bsn.com.my</a> ("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 Cardmembers. No further correspondence and/or appeal to dispute the same will be entertained.

## 33. BSN reserves 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 virus 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 Cardmembers 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.
- 34. The Cardmembers 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 Policy, which may be viewed at BSN's Website.
- 35. The Cardmembers 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.
- 36. These Terms and Conditions are an addition to the Terms and Conditions under the Cardmember Agreement of BSN Credit Card/-i and the Cardmembers agree that these Terms and Conditions shall be read together with the Terms and Conditions under the Cardmember 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 Cardmember Agreement of BSN Credit Card/-i, these Terms and Conditions shall prevail to the extent they apply to the ECP.
- 37. 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, these Terms and Conditions shall prevail. Any matter with regard to the ECP which is not covered in these Terms and Conditions will be determined solely by BSN at its

discretion.

- 38. BSN will not be liable for any misinterpretation of facts by the Cardmembers in respect of the Profit/Interest Rate offered and published in BSN's Website or on BSN's official social media page, marketing or advertising materials.
- 39. All Terms and Conditions stipulated herein shall be governed and construed in accordance with the Laws of Malaysia and the Cardmembers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 40. All capitalized expression used in these Terms and Conditions shall have the same meaning as specified in the Terms and Conditions under the Cardmember Agreement in the BSN Credit Card/-i unless stated otherwise herein.

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