

The issuance of BSN Visa Corporate Card-i by Bank Simpanan Nasional (BSN) to the Organisation and/or Cardmember and the use of the Card-i shall be subject to the following Terms and Conditions of BSN VISA Corporate Card-i ("Terms and Conditions") which shall be binding on the Organisation and the Cardmember immediately upon application of the Card-i and acknowledgement of the receipt and/or use of the Card-i by the Organisation and/or Cardmember.

## 1. DEFINITIONS

1.1 In these Terms and Conditions where the context so admits the following expressions shall mean as follow, unless otherwise distinguished:

No.	Term	Definition
(a)	"Actual Profit Charge"	Means profit imposed on utilised Facility Limit due to Retail Transactions that are not settled after the payment due date and be calculated starting on the transaction posting date until full payment is received.
(b)	"Agreement"	Means the agreement between the Organisation and/or Cardmember and BSN in respect of the issuance of the Card-i by BSN to the Organisation and/or Cardmember and the use of the Card-i by the Organisation and/or Cardmember consisting of the Terms and Conditions specified in: (i) the Corporate Card-i Agreement executed by each respective Organisation/Cardmember and BSN; (ii) these Terms and Conditions; and (iii) the Card-i Application Form; and such other Terms and Conditions supplemented and/or amended from time to time. In the event of any conflict or inconsistency among the aforesaid documents, the order of precedence will be: (i) the Corporate Credit Card-i Agreement; (ii) these Terms and Conditions; and (iii) the Card-i Application Form.
(c)	"Application Form"	Means the form signed and submitted by the Organisation and/or Cardmember to BSN when applying for the Card-i.
(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 Organisation and/or 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)	"Billing Cycle"	Means the time between two statement closing dates.
(j)	"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.
(k)	“BSN’s Website”	Means <a href="http://www.bsn.com.my">www.bsn.com.my</a> or such other website determined by BSN from time to time which will be informed by giving adequate notice to the Organisation and/or Cardmembers.
(l)	“Calendar Days”	Means any day in the Gregorian calendar month, including weekends and public holidays.
(m)	“Card-i”	Means all BSN Corporate Card-i issued by BSN to the Organisation and/or 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.
(n)	“Card-i Account”	Means the account of the Organisation maintained at BSN pursuant to the Agreement.
(o)	“Card-i Account Number”	Means the account number allocated by BSN and embossed on the Card-i.
(p)	“Card-i Replacement Fee”	Means the fee payable by the Organisation and/or Cardmember for the replacement of the Card-i as specified in Clause 21.1.
(q)	“Cardmember”	Means the person to whom the Card-i is issued at the Organisation’s request 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.
(r)	“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 the Bank.
(s)	“Commodity Purchaser”	Means a party other than Commodity Seller from whom the BSN shall sell the Commodity on behalf of the Organisation and/or Cardmember.
(t)	“Commodity Seller”	Means any third party who sell the Commodity to BSN at the Bank’s Purchase Price equivalent to the Facility Limit for the Card-i.
(u)	“Commodity Trading Platform”	Means an electronic web-based platform for Commodity trading.
(v)	“Contactless Reader”	Means a secure reader that is equipped within a point-of-sales (POS) terminal through which Visa payWave purchases may be made.
(w)	“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.
(x)	“Contracted Profit Rate”	Means rate used to compute the total profit of Bank’s Sale Price.
(y)	“Facility Limit”	Means the limit assigned and/or granted by BSN from time to time to the Organisation and/or Cardmember which limit may be varied by BSN from time to time by giving the Organisation and/or

		Cardmember adequate prior notice before the effective date of variation.
(z)	“Halal Goods and Services”	Means goods and services that are Shariah compliant.
(aa)	“Member Banks”	Means banks and financial institutions that are members of Visa International of which BSN is a member.
(bb)	“ <i>Murabahah</i> ”	<i>Murabahah</i> refers to a sale and purchase of an asset where the acquisition cost and the mark-up are disclosed to the purchaser.
(cc)	“Organisation”	Means the Government agency, company, firm or organisation that applies for the Card-i and whose name appears on the Card-i, the Application Form and the Corporate Credit Card-i Agreement, where the context so permits and shall include their successors-in-title and assigns.
(dd)	“Organisation’s Other Accounts”	Means the Organisation’s other banking or other accounts with BSN apart from the Card-i Account and includes any Organisation’s joint account with a third party.
(ee)	“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.
(ff)	“Payment Due Date”	Means thirty (30) Calendar Days from the closing date of Billing Cycle appearing in the monthly Statement.
(gg)	“PIN”	Means the personal identification number of the Card-i of Cardmember or Supplementary Cardmember (if any).
(hh)	“POS”	Means point of sale terminals that permit the debiting of the Card-i Account for purchase transactions at Authorised Merchants outlets.
(ii)	“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 and is applicable only to the aforementioned new retail transaction.
(jj)	“Statement”	Means the periodic Statement issued by BSN from time to time to the Organisation in respect of the Card-i Account which shows the transactions made by the Organisation and/or Cardmember and/or the Supplementary Cardmember <i>inter alia</i> the amount chargeable, advanced or incurred, minimum amount due and the Payment Due Date.
(kk)	“Supplementary Cardmember”	Means any person nominated and authorized by the Organisation and/or Cardmember to use the supplementary card-i and agree to be bound by these Terms and Conditions.
(ll)	“Services”	Means the card facility granted to the Organisation and/or Cardmember described in Clause 7.2.
(mm)	“ <i>Tawarruq</i> ”	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.
(nn)	“ <i>Ujrah</i> ”	Means a fee as a consideration for services provided, benefits and privileges offered.

(oo)	“ <i>Wakalah</i> ”	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.
(pp)	“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 Organisation and/or 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 Organisation and/or Cardmember employs the *Tawarruq* concept, where BSN shall avail an amount up to the specified limit to the Organisation and/or Cardmember and the Organisation and/or Cardmember shall be bound to pay an equivalent amount to BSN plus the profit of (if any) as per the commodity sale price.
- 3.3 The Organisation and/or 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 deem 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 BSN may charge a fee (*Ujrah*) for the Services specified by disclosing the list of fees as set out under Clause 21 hereof.

## 4. MECHANISM OF FACILITY

- 4.1 Under the Shariah concept of *Tawarruq*, BSN offers the Card-i Facility and avails the Organisation and/or Cardmember a prescribed Facility limit by executing the following:
  - (a) Purchase of the Commodity by the Organisation and/or Cardmember from BSN  
Pursuant to the appointment of the BSN as the Purchase Agent under which the Organisation and/or 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 Organisation and/or Cardmember, where the Organisation and/or Cardmember shall pay the Bank's Sale Price on a deferred payment basis.
  - (b) Sale of the Commodity by the Organisation and/or Cardmember through BSN as its Agent  
Pursuant to the appointment of BSN as Sale Agent under which the Organisation and/or 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 Card-i Account.

(c) Available Facility Limit in the Card-i Account

The proceeds pursuant to Clause 4.1 (b) above shall form the Facility Limit amount and shall be made available in the Card-i Account in accordance with the Shariah principle of *Dayn* (debt) and can be utilized by the Organisation and/or Cardmember at any time upon activation of the Card-i. The Organisation and/or 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) below.

(d) Transaction Confirmation

The Organisation and/or Cardmember may request BSN to issue a Transaction Confirmation upon completion of the commodity sale to the Commodity Purchaser.

(e) Commodity Delivery

The Organisation and/or Cardmember is entitled to take delivery of the purchased Commodity upon explicit request. The Organisation and/or 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 the BSN as the Purchase Agent and Sale Agent of the Commodity by the Organisation and/or Cardmember, BSN shall execute all acts on behalf of the Organisation and/or 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 Organisation and/or 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 Organisation and/or 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 Organisation and/or Cardmember's Purchase Agent and Sale Agent shall be based on *Wakalah* contract.
- 5.2 The appointment of BSN as the Organisation and/or Cardmember's Purchase Agent and Sale Agent shall be unconditional and irrevocable. BSN, as the Organisation and/or Cardmember's agent, shall act on the Organisation and/or Cardmember's behalf to conclude the Organisation and/or Cardmember's purchase of the Commodity from the BSN and to act on the Organisation and/or Cardmember's behalf so as to conclude the Organisation and/or 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 Organisation and/or Cardmember's agent, as outlined in these Terms and Conditions.
- 5.4 BSN is authorized to execute and deliver 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 Organisation and/or 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 Organisation and/or Cardmember agrees that BSN may) disclose it is acting as the Organisation and/or Cardmember's agent and to name the Organisation and/or Cardmember as its principal.
- 5.6 The Organisation and/or Cardmember undertakes to establish and maintain an account(s) or accounts with BSN and which BSN is authorized to operate on behalf of the Organisation and/or 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 Organisation and/or Cardmember's Card-i Account in the form of the approved Facility Limit and that the Organisation and/or 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 Organisation and/or 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 Organisation and/or 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 Organisation and/or Cardmember incurs the obligation to make the payment of the BSN's Sale Price, then such expenses, fees and commissions shall become due and payable by the Organisation and/or 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 Organisation and/or Cardmember.

## 6. PAYMENT OF THE FACILITY

- 6.1 The Bank's Sale Price or such part thereof remaining unpaid shall be paid by the Organisation and/or 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 Organisation and/or Cardmember to BSN shall in the absence of manifest error be conclusive evidence that such amount is due and payable by the Organisation and/or Cardmember to BSN under these Terms and Conditions.
- 6.2 Notwithstanding the provision of Clause 6.1, upon receipt of the Card-i Statement, the Organisation and/or 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 Organisation and/or 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 Organisation and/or 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. FUNCTION AND FACILITY OF BSN VISA CORPORATE CARD-i

7.1 Subject to these Terms and Conditions (as modified by BSN from time to time), the Card-i entitles the Organisation and/or Cardmember to the credit card facilities with BSN within the Facility Limit imposed by BSN and, subject to the express approval of BSN, to other banking facilities and Services provided to the Organisation and/or Cardmember from time to time.

7.2 The Card-i facilities and services made available by BSN from time to time includes but not limited to the following:

- (a) Purchase of online airlines tickets;
- (b) Payment of online rental accommodations;
- (c) Purchase/payment for subscriptions service – Application of Information and Communication Technology (ICT);
- (d) Online training fee payment includes courses attended in the country and abroad physically and online;
- (e) Purchase of online souvenir;
- (f) Any other Card-i facilities subject to pre-arrangement and agreement with BSN, if applicable.

7.3 Notwithstanding the Services as stated in Clause 7.2 above, 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 Organisation and/or Cardmember.

7.4 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)

## 8. ORGANISATION'S AUTHORITY

8.1 The Organisation does authorise the Cardmembers to hold the Card-i and utilise the facilities of the Card-i for and on behalf of the Organisation.

## 9. MANNER OF USE

9.1 The Organisation and/or Cardmember shall comply with all requirements, directions, instructions and guidelines for the use of the Card-i issued by BSN from time to time in respect of all credit and banking facilities and Services rendered to the Organisation and/or Cardmember.

9.2 BSN shall be entitled to treat its record of transactions effected by the use of the Card-i including but not limited to transactions effected via mail order or telephone as evidence of a debt properly incurred by the Organisation and/or Cardmember to be debited to the Card-i Account.

9.3 The Organisation and/or Cardmember agree that the record of BSN of any transactions effected by the use of the Card-i shall be conclusive and binding on the Organisation and/or Cardmember and as BSN deems fit.

9.4 The Organisation and/or Cardmember shall be liable for all charges and advances whatsoever arising from all transactions, whether authorised or unauthorised, effected with the Card-i.

9.5 Notwithstanding any other provisions to the contrary set out in this Agreement, BSN may at any point of time with or without notice, decide not to renew, cancel, revoke the Card-i or suspend or restrict the use of the Card-i by the Organisation and/or Cardmember upon the occurrence of any one of the following events: -

- (a) Use the card-i for unlawful activities or Shariah non-compliant transaction;
- (b) Use the Card-i to purchase goods and services that will be resold i.e. "not for personal use of the Organisation and/or Cardmember".

## **10. ACCOUNTS AND CARDS**

10.1 BSN will issue the Card-i on the Card-i Account bearing the Organisation's and the Cardmember's names as requested by the Organisation.

10.2 BSN reserves the right to:

- (a) require the Organisation to complete the Application Form;
- (b) carry out credit checks on the Organisation and/or Cardmember, subject to the applicable legal requirements. This includes, but is not limited to, obtaining credit reports from credit reporting agencies;
- (c) decline to issue, renew or replace the Card-i to any person;
- (d) cancel or suspend the use of the Card-i at any time either generally or in relation to a particular transaction; and/or
- (e) renew and replace the Card-i, subject to Clause 10.1 above, unless the Organisation direct otherwise.

## **11. FACILITY LIMIT**

11.1 BSN shall assign a Facility Limit to the Card-i Account. Where an Organisation and/or Cardmember operates two or more Card-i, BSN may assign separate Facility Limit (sub-limit) to each Card-i which differs from the Facility Limit (sub-limit) assigned to the Organisation and/or Cardmember under Clause 7.1.

11.2 The Organisation and/or Cardmember undertakes to observe the Facility Limit and not to cause the aggregate sum of the Organisation's and/or Cardmember's obligations under the Card-i Account at any Billing Period to exceed the Facility Limit. In this respect, it is expressly agreed by the Organisation and/or Cardmember that BSN shall be under no duty or obligation whatsoever to ensure that the Organisation and/or Cardmember's Facility Limit is not exceeded.

11.3 The Organisation and/or 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 Organisation and/or Cardmember further undertake not to affect any purchases or transactions within or outside Malaysia which may cause the Facility Limit to be exceeded in aggregate.

11.4 Where supplementary card(s) have been issued, and where a prescribed Facility Limit is assigned and is made known to the Supplementary Cardmember, such prescribed Facility Limit shall constitute the Facility Limit common to and shared by all the aforementioned Cards in aggregate.

11.5 BSN shall obtain the Organisation'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 Organisation's poor credit performance and/or difficulty in meeting the payments of the Card-i and/or any other circumstances that BSN deems fit.

11.6 For the avoidance of doubt, the Organisation shall remain and be liable for all Cardmember's liabilities including but not limited to all purchases, 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.

- 11.7 The Organisation and/or Cardmember shall not be entitled under any circumstances to demand that the prescribed Facility Limit or the unutilised Facility Limit be made available by BSN for the Organisation's and/or 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 Organisation and/or Cardmember.
- 11.8 The availability or continuation of the Facility Limit extended to the Organisation and/or Cardmember is subject to reviews which may be undertaken by BSN from time to time or at any time.
- 11.9 In addition and without prejudice to any of BSN's other rights contained in these Terms and Conditions, following BSN's aforementioned review, BSN shall give seven (7) Working Days' notice to the Organisation and/or 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 Organisation and/or Cardmember, particularly if there is a reduction in the prescribed Facility Limit.
- 11.10 BSN may (but shall not be obliged) at any time and from time to time contact the Organisation and/or 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 Organisation and/or 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 Organisation shall remain liable for the charges and/or debts incurred and/or monies withdrawn.

## **12. LIABILITY**

- 12.1 The Organisation shall be solely liable for the transactions in the Card-i Account as described in Clause 14 including all charges on the Card-i(s) issued to the Cardmember(s) and Supplementary Cardmember(s) (if any), regardless of whether such transactions are authorised by the Organisation or otherwise.
- 12.2 The Organisation and/or Cardmember must notify BSN immediately as soon as the Organisation and/or Cardmember become aware or have reason to suspect that a Card-i is lost or stolen or if a Card-i or the Card-i Account is at risk of being misused and the Organisation and/or Cardmember shall write to BSN within three (3) Calendar Days of such incident to confirm such loss or theft or risk.
- 12.3 Until and unless BSN receives such written confirmation referred to in Clause 12.2 above, the Organisation shall remain liable for all charges incurred prior by the use of the Card-i.
- 12.4 The Organisation must notify BSN immediately if the Cardmember's authority to incur charges ceases due to termination of employment or any other reason. The Organisation shall remain solely liable to pay BSN for all charges incurred until BSN receive notice of such termination from the Organisation.
- 12.5 The Organisation shall use the best efforts to collect and destroy the Card-i issued to the Cardmember(s) in which whose authority has been cancelled or ceased due to termination of employment for any reason or, whose Cards have been cancelled.

## **13. CARD NOT TRANSFERABLE**

- 13.1 The Card-i is not transferable and shall be used by the Organisation and/or Cardmember only.

## **14. TRANSACTION IN ACCOUNTS**

- 14.1 The Organisation shall be liable to BSN for all transactions effected by the Cardmember and the Supplementary Cardmember (if any) in using the Card-i and the supplementary card (if any) respectively and for all related charges billed to the Card-i Account(s).
- 14.2 BSN shall be entitled and is unconditionally authorised by the Organisation and/or Cardmember to debit the Card-i Account for the amount paid by BSN for such purchase.
- 14.3 Notwithstanding the provision set out in Clause 14.2, the Organisation and/or Cardmember unconditionally authorise BSN to purchase the Organisation and/or Cardmember's unsigned sales drafts and debit the 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 the omission is due to the nature of the transaction or due to an oversight on the part of the Organisation and/or Cardmember and/or the Authorised Merchants, Member Banks or otherwise shall be binding and conclusive on the Organisation and/or Cardmember. For the purpose of Clause 14.3, 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 Organisation and/or Cardmember.

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

- 15.1 In consideration of BSN issuing the Card-i to the Cardmember and any supplementary card-i (if any) to the Supplementary Cardmember (if any), the Card-i must be signed by the Cardmember and/or Supplementary Cardmember (if any) immediately upon receipt of the same, the Organisation and/or Cardmember and the Supplementary Cardmember (if any) agree to abide by the Terms and Conditions in this Agreement and any other Terms and Conditions as BSN may impose from time to time by giving the Cardmember and/or Supplementary Cardmember (if any) twenty-one (21) Calendar Days prior notice.
- 15.2 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 and Member banks.
- 15.3 The Organisation and/or Cardmember shall not permit or authorise any third party to use the Card-i and shall not transfer or otherwise part with the control or possession of the Card-i nor shall the Organisation and/or Cardmember use it for any purpose unauthorised by the Organisation and/or BSN.
- 15.4 In the event BSN discovers that any of the above as stated in Clause 15.3 has occurred, the Organisation and/or Cardmember agrees to be fully responsible and liable for all transactions effected by the use of the Card-i whether with or without the Organisation and/or 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.
- 15.5 The Card-i is not transferable and shall be used exclusively by the Organisation and/or the Cardmember. The Card-i may not be pledged by the Organisation and/or Cardmember as security for any purpose whatsoever.
- 15.6 The Organisation 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 Organisation shall be and remain liable for all transactions effected through the use of the Card-i by the Cardmember prior to BSN's receipt of such written notice of termination together with the Card-i which has been cut in half.
- 15.7 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 Organisation's Other Accounts including any exchange control regulations of Bank Negara Malaysia. The Organisation and/or 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 Organisation and/or

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, "online gambling/betting"

## **16. SUPPLEMENTARY CARD**

- 16.1 At the request of the Organisation and/or Cardmember, BSN may issue a supplementary card for the use by any other person(s) authorized by the Organisation as Supplementary Cardmember and as approved by BSN provided that the use of a supplementary card by the Supplementary Cardmember is subject to the same Terms and Conditions in this Agreement. It is agreed that the Organisation shall be liable to ensure that the Supplementary Cardmember, if any, observes all terms, conditions and obligations set out in this Agreement.
- 16.2 Upon termination of use of the Card-i under any circumstances or at the request of the Organisation, the use of all supplementary cards, if any, shall also be terminated. The termination of the use of a supplementary card, if any, 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 Organisation must on or before the due date specified, pay not less than the specified minimum payment of the Card-i Account.
- 16.3 Notwithstanding that the supplementary card, if any, bears a different Card-i Account Number and that a separate Statement may be issued to the Supplementary Cardmember, if any, upon request by the Organisation.
- 16.4 All the Terms and Conditions applicable in this Agreement to the Cardmember shall apply *mutatis mutandis* (with the necessary changes) to the Supplementary Cardmember, if any, 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" were substituted thereof.

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

- 17.1 When the Organisation and/or Cardmember receives a new or replacement Card-i, the Organisation and/or 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 PIN creation can be found in the card mailer.
- 17.2 The Organisation and/or Cardmember can change their PIN at any time. It can be done via myBSN Internet Banking, at BSN ATM or at any BSN branches.
- 17.3 The Organisation and/or 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.

## **18. RECORDS OF TRANSACTION AND BILLING CURRENCY**

- 18.1 BSN shall be entitled to treat:
  - (a) 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
  - (b) BSN's record of any other transactions effected by the use of the Card-i including but not limited to transactions effected via mail order or via the telephone or via the internet or via any other mechanical, electrical or electronic or media or devices, as evidence of a debt properly incurred by the Organisation and/or 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 Carholder (if appearing) differs from the signature of the Carholder on the Application Form for the Card-i or in BSN's records. The Organisation and/or

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 Organisation and/or Cardholder for all purposes.

- 18.2 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 the Agreement, BSN may release the Organisation from its obligation to pay the debt incurred arising from the fraudulent transaction.
- 18.3 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-Worldwide as at the date of entry into the Card-i Account;
  - (b) be subject to an administration fee of one point five per centum (1.5%) of the amount transacted or such other rate as may be prescribed by BSN from time to time upon giving the Organisation and/or 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 charge and determined by Visa International and such charge may be debited to the Card-i Account.

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

- 19.1 A Statement for the Card-i Account will be rendered to the Organisation on a monthly basis or at such intervals as BSN may deem fit to the last known address of the Organisation in BSN's record and that it is agreed that all such Statements shall be deemed to have been received by the Organisation within three (3) Calendar Days from the date of posting.
- 19.2 Upon receipt of the Statement, the Organisation and/or Cardmember is deemed to have examined all entries in the Statement.
- 19.3 The Organisation and/or Cardmember expressly covenants and undertakes with BSN that the Organisation and/or 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 Organisation and/or Cardmember receives or is deemed to have received the Statement.
- 19.4 If the Organisation and/or Cardmember does not notify BSN of any error, discrepancy or inaccuracy of any entry in the Statement then the Organisation and/or 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 Organisation and/or Cardmember and the Organisation and/or Cardmember shall thereafter be precluded from making any claims against BSN by alleging that the said Statement contains any error, discrepancy or inaccuracy.
- 19.5 BSN shall not be obliged to furnish the Organisation and/or 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 Organisation and/or Cardmember's request.
- 19.6 Notwithstanding the full payment due and the Due Date, the whole of the Outstanding Balance on the Card-i Account including the Actual Profit Charges 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 Organisation and/or Cardmember or failure to have the Card-i renewed.

19.7 Upon the termination of the use of the Card-i and the Card-i Account, the Actual Profit Charge 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 Organisation and/or 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.

## 20. ACTUAL PROFIT CHARGES

- 20.1 BSN shall impose Actual Profit Charge on the Organisation's Outstanding Balance as permitted under Bank Negara Malaysia's Credit Card Policy Document (or such other policy documents which are issued from time to time) subject to the types of Credit Card-i and current fees, which can be referred to in our Card-i Product Disclosure Sheet at BSN's website.
- 20.2 The Organisation will not be charged any Actual Profit Charge during the "Profit Charge Free Period" for twenty-nine (29) 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 Card-i Account who have not fully settled the preceding month's Outstanding Balance, the Organisation will not enjoy the "Profit Charge Free Period" as aforesaid.
- 20.3 Actual Profit Charge is imposed on the Outstanding Balance of retail transaction 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.

## 21. FEES AND CHARGES

- 21.1 The Organisation irrevocably and unconditionally agrees to pay and authorise 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:-

Annual fee	Refer to Card-i Product Disclosure Sheet as available on BSN's Website.
Actual Profit Charge	
Card-i Replacement Fee	
Legal Fee	Costs and other expenses which may be incurred by BSN in the enforcement of BSN's rights and entitlement under the Agreement and the recovery of all or any part of monies owed by the Organisation to BSN in the Card-i Account.
Conversion For overseas transactions	Refer to Card-i Product Disclosure Sheet as available on BSN's Website.
Sales And Services Tax (SST)	<ul style="list-style-type: none"><li>• Principal Card-i – RM25 annually per card</li><li>• Supplementary card (if any) – RM25 annually per card</li></ul>
Payment	Payment through electronic means (IBG/ RENTAS) or any other payment arrangement mutually agreed between BSN and the Organisation.
Other fees and charges	Shall be imposed by BSN from time to time for the Services and facilities rendered to the Organisation and/or

	Cardmember.
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## 22. CHANGES IN FEES AND OTHER CHARGES

22.1 BSN shall communicate to the Organisation and/or Cardmember by methods stipulated in Clause 22.2, 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, fees and other charges, and any other applicable fees or levies provided for in these Terms and Conditions.

22.2 The Organisation and/or 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, 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 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 Organisation and/or 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 Organisation and/or Cardmember or by posting the notice of such changes and its effective date of change on BSN website.

22.3 The communication made by BSN shall be deemed to have been received by or communicated to the Organisation and/or 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 22.2(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 22.2(b); and/or
- (c) three (3) Calendar Days after the date of posting of the Statement if communication is made or effected by BSN in accordance with the provision of Clause 22.2(c); and/or
- (d) three (3) Calendar Days after the date of posting of the notice by ordinary or registered post if communication is made or effected by BSN in accordance with the provision of Clause 22.2(d); and/or
- (e) on the notice of such changes sent by SMS or electronic mail or the date such notice of changes are posted to the BSN's website in accordance with the provision of Clause 22.2(e).

## 23. PAYMENT BY BSN TO AUTHORISED MERCHANTS

23.1 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 Organisation and/or Cardmember. BSN shall not be under any duty to investigate or enquire whether any claim or demand from the Authorised Merchants for the payment on behalf of the

Organisation and/or Cardmember has been properly made notwithstanding that the Organisation and/or Cardmember may dispute the validity of such claim or demand.

23.2 The liabilities of the Organisation and/or 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 defence to any demand made by BSN against the Organisation under the Agreement nor shall any of the Organisation obligations 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.

## **24. PAYMENT**

24.1 Upon receipt of the Statement, the Organisation shall pay to the Card-i Account as follows:-

- (a) Must make full payment of Outstanding Balance on or before the Due Date as stated in the Statement; or
- (b) If the Organisation does not make payment of the Outstanding Balance in full by the Payment Due Date, then BSN shall be entitled to charge the Organisation and the Organisation shall be liable to pay the Actual Profit Charges as described in Clause 20.

24.2 The Organisation will not be charged of any Actual Profit Charges during the "Profit Charge Free Period" from the Statement date if the Organisation has paid the full amount of previous month's Statement retail transaction(s). If the Organisation opts to pay partial payment of 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.

24.3 Any payment made by the Organisation to the Card-i Account shall not be subject to any deduction whether for counter-claim and/or set-off against the Authorised Merchants, the Member Banks and/or BSN, and shall be applied in the manner as BSN may deem fit.

24.4 The Organisation 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 the times when the Cardmember is absent abroad.

## **25. APPLICATION OF PAYMENTS**

25.1 Payments made by the Organisation to BSN whether by direct debit from the Organisation'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 the payment of all Facility Limit and profit charge;
- (b) in or towards the payment of all Facility Limit and profit charge for retail transactions; and
- (c) in or towards the payment of all other fees and charges (e.g. annual fee, legal fee, etc) in such order and/or such other manners as BSN may deem fit.

25.2 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 Cardmember) to regularize any outstanding arrears in the other accounts.

## **26. WAIVER**

26.1 BSN's acceptance of partial payments or cheques or money orders marked as payment in full or waiver by BSN of its rights or indulgence to the Organisation and/or Cardmember shall not operate to prevent BSN from enforcing any of its rights under these Terms and Conditions to collect the

amounts due nor shall such acceptance operate as consent to the modification of these Terms and Conditions in any respect.

- 26.2 The rights of BSN contained in these Terms and Conditions 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 these Terms and Conditions 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 of such rights shall not operate as a waiver or variation of that or any other such right.
- 26.3 Any defective or partial exercise of any of such rights shall not prevent 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 preclude it from exercising any such right or constitute a suspension or any variation of any such right.

## **27. PAYMENT BY CHEQUES**

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

## **28. PREPAYMENT**

- 28.1 In the event the Organisation pays BSN any amount exceeding the Outstanding Balance ("prepayment"), BSN may 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 these Terms and Conditions, may apply the prepayment towards the Organisation 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 Organisation.

## **29. QUALITY OF GOODS OR SERVICES**

- 29.1 BSN is not responsible for any quality of goods or services purchased with the Card-i or on the Card-i Account and Organisation and/or Cardmember agree to resolve any disputes concerning such goods or services directly with the seller or service provider. Without limiting the provision in this Agreement, BSN does not own or operate any provider of travel services, such as airlines, hotels or rental cars, and BSN is not liable for deficiencies or failures in their services, even where BSN book such services for you as a travel agent. If, at the Organisation and/or Cardmember request, BSN agree to charge back on your behalf seller of goods or services, the Organisation agree to fully indemnify BSN for any claim against BSN based upon the rejection of the goods or services or that charge back.

## **30. TELECOMMUNICATION INSTRUCTIONS**

30.1 BSN may (but is not obliged) accept instructions from the Organisation and/or 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.

30.2 Prior to accepting such instructions over the telephone, the identity of the Organisation and/or Cardmember will first be verified by BSN's representative through a security process established by BSN which may incorporate the Cardmember's personal details.

30.3 Notwithstanding Clauses 30.1 and 31.2, BSN may request for a written confirmation from the Organisation and/or Cardmember who has given such instructions prior to implementing the same.

30.4 BSN shall not be liable or responsible to the Organisation and/or Cardmember for any loss or damage however caused or suffered by the Organisation and/or Cardmember in following or omitting to follow any or all of the instructions set out in Clause 30.1.

30.5 The Organisation and Cardmember acknowledges and agrees that:-

- (a) BSN may record all telephone conversations between the Organisation's employee and/or 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.

30.6 The Organisation and/or Cardmember further authorises BSN to act on his instruction given by facsimile or other means of telecommunication and any request made by the Organisation and/or 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 Organisation and/or Cardmember(s) irrevocably agrees to indemnify BSN for all actions, claims, losses, liabilities or damages suffered by BSN in agreeing to act on the Organisation's and/or Cardmember(s)'s verbal, faxed or telecommunicated instructions.

30.7 BSN is irrevocably authorised (but not obliged) to contact and/or notify the Organisation and /or Cardmember by electronic mail, or by telephone or SMS where text or other electronic messages or information are sent to the Organisation and/or Cardmember's e-mail address or mobile phone number on record with BSN. Information sent by electronic mail or SMS may consist of such information as BSN deems appropriate and may include (but is not to be limited to) reminders sent in respect to the minimum payment due, the Payment Due Date, updates on benefits, programmes and promotions and other information of general interest and/or specific to the Organisation and/or Cardmember.

30.8 The Organisation and/or Cardmember shall be fully responsible for the security and safekeeping of the information it/he/she receives.

30.9 The Organisation and/or Cardmember shall notify BSN immediately upon receiving short message service (SMS) transaction alert if the transaction was unauthorised.

30.10 The Organisation and/or 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 Organisation and/or Cardmember notwithstanding the Organisation and/or Cardmember's instructions. BSN shall not be liable to the Organisation and/or 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 Organisation and/or 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

- (c) 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.

### **31. TERMINATION AND/OR SUSPENSION OF THE CARD -i**

- 31.1 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 Organisation and/or Cardmember prior to the withdrawal, suspension and/or termination of the Card-i and/or any of the Services offered 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.
- 31.2 Without prejudice to or limiting BSN's rights as contained in the foregoing, BSN may withdraw, suspend and/or terminate the Card-i(s) 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:-
  - (a) If the Organisation instructs BSN to withdraw, suspend and/or terminate the Card-i due to termination of employment of the Cardmember/Supplementary Cardmember or for whatever reason.
  - (b) If the Organisation fails or defaults in the payment of any sum of money whatsoever and howsoever payable, including but not limited to the minimum payment due, any amount in excess of the prescribed Facility Limit, Actual Profit Charges, 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 in this Agreement contained whether formally demanded or not;
  - (c) If the Organisation and/or 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 Organisation and/or Cardmember to be observed and performed;
  - (d) If a petition for bankruptcy or winding up is presented or an order be made for any adjudicating and/or receiving order against the Organisation and/or Cardmember;
  - (e) If a distress, execution or other process of a court of competent jurisdiction is levied upon or issued against any property of the Organisation and/or Cardmember and such distress, execution or other process as the case may be is not satisfied by the Organisation and/or Cardmember within twenty-one (21) Calendar Days from the date thereof;
  - (f) If the Organisation and/or Cardmember furnished false information or data to BSN;
  - (g) If the Organisation and/or Cardmember allows a judgement debt obtained against it/him to remain unsatisfied for a period of seven (7) Calendar Days from the date hereof (other than a judgement debt on which the Organisation and/or Cardmember shall have obtained a stay of execution and filed a Notice of Appeal within the time prescribed by the law);
  - (h) If in the opinion of BSN, the Organisation's Card-i Account and/or the Organisation Other Accounts with BSN is or has not been operated satisfactorily or default of payment due 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 Organisation and/or Cardmember to perform his obligations under the Agreement;
  - (j) If the Cardmember becomes insane or dies;

- (k) If the whereabouts of the Organisation and/or 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 Organisation and/or Cardmember is found to have breached any applicable laws or regulations with regard to the Organisation and/or Cardmember's use of the Card-i; or
- (n) If the Organisation and/or Cardmember is found to be involved in illegal activities (including but not limited to illegal online betting).

31.3 Irrespective of the transaction date, the Organisation shall continue to be liable for the usage of the Card-i despite the return of the Card-i.

31.4 In the event the Card-i is terminated and/or suspended by BSN pursuant to these Terms and Conditions, the supplementary card (if any) shall also be terminated and/or suspended with immediate effect.

## **32. DISCLOSURE OF PIN, THEFT OR LOSS OF THE CARD-i**

- 32.1 Save for as provided in this Agreement, the Organisation and/or Cardmember shall be and shall remain to be liable to BSN for all Halal Goods and Services supplied by any Authorised Merchants and affected through the use of the Card-i whether or not such usage is authorised by the Organisation and/or Cardmember.
- 32.2 The Organisation and/or 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 to any other person and the Organisation and/or Cardmember shall indemnify and hold BSN harmless against any liability for loss, damage, costs and expenses (legal or otherwise) arising from the Organisation's and/or 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 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 / telling PIN 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.
- 32.3 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 Organisation and/or 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 Organisation shall be and shall remain liable to BSN for any Halal Goods and Services supplied by Authorised Merchants and effected by the use of the Card-i by any person before BSN's receipt of the Organisation and /or Cardmember written confirmation.
- 32.4 The Organisation and/or Cardmember will be liable for PIN based unauthorised card present transaction if you have:
  - (a) acted fraudulently; or
  - (b) failure in notifying BSN soonest as reasonably practicable after having discovered the loss or unauthorised use of your Card-i; or
  - (c) voluntarily disclosed your PIN to another person; or
  - (d) recorded your PIN on the Card-i, or on any item that is kept close by with your Card-i.
- 32.5 The Organisation and/or Cardmember will be liable for unauthorised card present transactions which require signature verification or with a Contactless Transaction, if you have:

- (a) acted fraudulently; or
- (b) failure in notifying BSN soonest as reasonably practicable after having discovered the loss or unauthorised use of your Card-i; or
- (c) left your Card-i or item containing your Card-i unattended in places visible and accessible to others; or
- (d) voluntarily allowed another person to use your Card-i.

32.6 The Organisation and/or the Cardmember will be liable for unauthorised card-not-present transactions, if the Organisation and/or the Cardmember has:

- (a) acted fraudulently; and/or
- (b) failed in notifying BSN soonest as reasonably practicable, upon the Organisation and/or 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.

32.7 In the event that the Organisation and/or Cardmember is not satisfied with BSN's decision in relation to any matter arising from this clause, the Organisation and/or 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 Organisation and/or 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.

32.8 BSN is not obliged to issue a replacement Card-i to the Organisation and/or Cardmember following its loss or theft. If BSN decides to issue a replacement Card-i, it will be subject to the Card-i Replacement Fee stated in Clause 21.1 (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.

32.9 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.

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

33.1 The Organisation may request BSN to issue a new Card-i periodically, but BSN reserves its right to refuse to issue a new replacement Card-i without having to assign any reason whatsoever. BSN accepts no responsibility, and neither shall BSN be liable for failure to issue new Cards-i as aforesaid.

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

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

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

- 35.1 BSN may at any time with at least a seven (7) Calendar Days prior notice combine or consolidate all or any of the Organisation's Other Accounts to set-off or transfer any monies standing to the credit of the Organisation's account with BSN of whatever description and wherever located towards the reduction and/or discharge of any sum due to BSN under these Terms and Conditions.
- 35.2 In this regard, BSN may concurrently earmark any available funds in the Organisation's Other Accounts against the Organisation's Outstanding Balance upon the issuance of the notice to the Organisation.

### **36. LEGAL COSTS AND INDEMNITY**

- 36.1 The Organisation 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 the Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Organisation and/or Cardmember(s). BSN shall also have the right to debit and/or set off from the Card-i Account and/or any of the Organisation's Other Account with BSN, in order to settle any of the Organisation's liabilities under this indemnity, and/or to recover any monies which the Organisation owes to BSN by reason of this indemnity.

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

- 37.1 Without prejudice to any of the provisions of the Agreement, the Organisation and/or 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 the 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 force majeure.
- 37.2 Any inability to meet a payment due by the Organisation to BSN because of lack of funds will in no circumstances be treated as force majeure. In the event that BSN is not able to furnish the Organisation with the Statement pursuant to the provisions of the Agreement for any period of time, the Organisation liability for Actual Profit Charge 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 Charge, other fees and charges and Facility Limit, BSN may select any day of the month as the monthly Statement date.

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

- 38.1 BSN shall not be 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 Organisation and/or Cardmember by any Authorised Merchants. Any complaint by the Organisation and/or 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.
- 38.2 Furthermore, the Organisation 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 whatsoever. 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 Card-i Account. Unless the credit voucher issued is received by BSN, the Organisation shall remain liable for the amount incurred.

38.3 In amplification and not in derogation of the aforesaid, BSN shall not for any reason whatsoever be liable for damages suffered or loss incurred by the Organisation under any circumstances whatsoever whether or not such circumstances relate to or arise out of the 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, 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 the Agreement.

## **39. AMENDMENTS**

39.1 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 twenty one (21) Calendar Days prior notice to the Organisation and/or Cardmember and they shall become effective on such date as BSN may elect to adopt such addition, deletion, alteration or amendment. Notice of such additions or modifications or amendments may be affected by any one of the following means of communication:-

- (a) by dispatching the notice to the Organisation and/or Cardmember by courier or hand;
- (b) by posting a notice in the premises of BSN or its branch offices stating such changes and its effective date of change;
- (c) by way of a single publication in one or more newspapers of BSN's choice of such changes and its effective date of change;
- (d) by posting an insertion in the Statement of such changes and its effective date of change;
- (e) by posting a notice of such changes and its effective date of change to the Organisation and/or Cardmember by way of an ordinary or registered post; or
- (f) by sending notice of such changes and its effective date of change by SMS or electronic mail to the Organisation and/or Cardmember or by posting the notice of such changes and its effective date of change on BSN website.

39.2 Communication to the Organisation and/or Cardmember by any one of the above modes of communication shall be deemed to have been received by or communicated to the Organisation and/or Cardmember in accordance with the provisions of Clause 22.3 and in the case where notice of the amendment is dispatched to the Organisation and/or Cardmember by courier or hand on the day of delivery. 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 Organisation and/or Cardmember.

39.3 The Agreement (and all ancillary agreements as time to time amended by BSN) contains, and is 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.

## **40. SEVERABILITY**

40.1 If any of the provisions of these Terms and Conditions 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.

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

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

41.2 The Organisation and/or 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 without reference to the Organisation and/or Cardmember:-

- (a) to disclose the affairs or Card-i Account pursuant to Development Financial Institution Act 2002 and Personal Data of the Organisation and/or Cardmember including but not limited to address, telephone number or email address or make a record of the Organisation and/or Cardmember's detail submitted to BSN and any other information relating to the Card-i Account and the Organisation and/or Organisation'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 Organisation and/or Cardmember's affairs or accounts (including the Statement in relation) and any other credit facility which the Organisation and/or 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 organisation, institution, association, credit bureau, credit rating agencies, financial institution or other entity which may be conducting a credit check on the Organisation, 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 Organisation to BSN (including but not limited to debt collection agencies, its employees and agents); or
  - (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 Organisation and/or Cardmember relating to the use of the Card-i by the Organisation and/or 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 Organisation particular and/or Cardmember's personal particulars, particulars of his Card-i Accounts (including but not limited to the Organisation accounts and financial status) which BSN may deem necessary for the purpose of recovering any monies due and owing from the Organisation and/or Cardmember to BSN.
- (c) to check the credit standing of an applicant for the Card-i and/or the Organisation's 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 the information to the Organisation as referred to in sub-paragraph (c) above and any information which BSN deems fit concerning the Card-i Account.

41.3 BSN disclaims all liability to the Organisation and/or Cardmember for any loss or damage (direct, indirect, special or consequential) of any nature or embarrassment suffered by the Organisation and/or 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).

- 41.4 The Organisation and/or Cardmember expressly consents to such disclosure and confirms and declares that the terms contained shall be subject to the Privacy Policy which is accessible at BSN's Website. In the event of any inconsistency between the terms contained in this Agreement with the terms as set out in the Privacy Policy, the Terms and Conditions in the Privacy Policy shall prevail.
- 41.5 The Organisation and/or Cardmember acknowledges that the Organisation and/or 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 Organisation and/or Cardmember's consent may affect the Services provided by BSN to the Organisation and/or 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 Organisation and/or Cardmember.

## **42. FURTHER DOCUMENTS**

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

## **43. SERVICE OF NOTICE**

- 43.1 The Organisation and/or Cardmember irrevocably consent to the service of any notice under these Terms and Conditions 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 Organisation and/or 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.
- 43.2 The Organisation and/or Cardmember must promptly notify BSN in writing of any changes in 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.
- 43.3 Pursuant to Clause 42.2, it is important for the Organisation and/or Cardmember to promptly notify BSN of any changes mentioned in Clause 42.2 in order to ensure that BSN has the latest updated information of the Organisation and/or Cardmember.

## **44. CERTIFICATE OF INDEBTEDNESS**

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

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

- 45.1 In addition and without prejudice to any other rights and remedies of BSN or the generality of any other provisions of these Terms and Conditions, BSN shall be entitled to declare that:-

- (a) the Card-i shall be suspended; and/or
- (b) the Card-i or any part thereof 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 other change in circumstances has or have occurred which in the opinion of BSN (which opinion shall be final and binding on the Organisation and/or 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 Organisation and/or Cardmember to observe or comply with any obligation on the part of the Organisation and/or Cardmember to be complied under these Terms and Conditions or make it improbable that the Organisation and/or Cardmember would be able or willing to do so.

#### **46. SUSPENSE ACCOUNT**

46.1 For the purposes of enabling BSN to preserve intact, the liability of any party, including the Organisation once a writ of summons or summons or petition has been issued or to prove in bankruptcy or insolvency of the Organisation and/or Cardmember or winding up of the Organisation 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 or under any other security or guarantee to the credit of the Organisation and/or 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.

#### **47. APPOINTMENT OF AGENTS**

47.1 In amplification and not in derogation of its rights under the 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 Organisation and/or Cardmember under the Agreement. Such appointment and authorisation must be made known to the Organisation and/or 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.

47.2 BSN shall inform the Organisation and/or Cardmember of the impact on the Organisation's and/or Cardholder'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.

47.3 Under specific circumstances where the Organisation and/or 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 Organisation and/or Cardmember at least seven (7) Calendar Days in advance.

47.4 It should be noted that BSN shall provide the Organisation and/or 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 Organisation and/or Cardmember.

## **48. SUCCESSORS**

48.1 The Agreement shall be binding upon the successors in title and assigns of the Organisation and/or Cardmember and on the successors in title and assigns of BSN.

## **49. RECONSTRUCTION OF BSN**

49.1 The obligations and liabilities of the Organisation and/or 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 Organisation by which the business of BSN may for the time being be carried on.

## **50. TIME OF THE ESSENCE**

50.1 Time wherever mentioned shall be the essence of the Agreement.

## **51. LAW APPLICABLE AND JURISDICTION**

51.1 The 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 elect to submit and further agree that service of any legal process may be effected in the manner set out in this Agreement. The Organisation and/or Cardmember waive(s) any objections on the grounds of an inconvenient venue or forum.

51.2 This Agreement is intended to be wholly Shariah-compliant. The Organisation and/or 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 determined by the Shariah Advisory Council of Bank Negara Malaysia. Organisation and/or 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).

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

## **52. EXCLUSION OF LIABILITY**

52.1 BSN shall not be liable to the Organisation and/or Cardmember for any losses (including any expenses incurred, loss of contracts or 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 Organisation and/or Cardmember's use of the Card 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 Organisation and/or Cardmember.

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

53.1 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 right to cancel the Card-i and/or supplementary card-i (if any).

### **54. SUPERSEDING AGREEMENT**

54.1 All previous agreements or arrangements, if any, made between BSN and the Organisation and/or Cardmember, either written or verbal, are cancelled and superseded by the Agreement.

54.2 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, be applicable and prevail over the content of this Agreement in Bahasa Melayu version.

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

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

### **56. PRIVACY CLAUSE**

56.1 The Organisation and/or Cardmember confirms that he has read, understood and agreed to be bound by BSN's 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 Organisation and/or Cardmember agree that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.

56.2 In the event the Organisation and/or 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 Organisation and/or Cardmember's directors, shareholders, officers, individual guarantors and security providers (where the Cardmember is a corporation), for the purpose of opening or operating the Organisation's account(s)/facility(ies) with BSN or otherwise subscribing to the BSN's Products and Services, the Organisation and/or Cardmember:-

- (a) confirms that Organisation and/or Cardmember has obtained their consent or are otherwise entitled to provide this information to BSN and for BSN to use it in accordance with these Terms and Conditions;
- (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 BSN's right to terminate the Agreement should such consent be withdrawn by any of the said third parties.
- 56.3 Where the Organisation and/or 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).
- 56.4 In instructing BSN and/or the BSN's agents to enter into any cross-border transaction on the Organisation and/or Cardmember's behalf, the Organisation and/or Cardmember agree to the above said disclosures on behalf of the Organisation and/or Cardmember and others involved in the said cross-border transaction.
- 56.5 Even after the Organisation and/or Cardmember has provided BSN with any information, the Organisation and/or 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.
- 56.6 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.
- 56.7 This clause shall be without prejudice to any other clause in the Agreement which provides for the disclosure of information.

## **57. TAXES**

- 57.1 All fees and charges imposed on BSN Visa Corporate 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 these Terms and Conditions is valid starting October 2025.

(v1.0 10/2025)