



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

## 1. DEFINITIONS

1.1 In this Agreement where the context so admits the following expression shall have the meanings designated unless otherwise distinguished:-

- (a) “Actual Management Fee” means the Actual Management Fee referred to in Clause 17 hereof.
- (b) “adequate prior notice” means the notice period of seven (7) working days, which shall be deemed to be adequate notice to the Organisation and/or Cardholder.
- (c) “this Agreement” means the agreement between the Organisation and/or Cardholder and BSN whereby the Cardholder is issued with the Card-i by BSN upon the terms and conditions herein as well as the terms and conditions as contained in the Card-i application form signed and submitted by the Organisation/Cardholder to BSN when applying for the issuance of the Card-i and such other terms and conditions supplemented and/or amended from time to time.
- (d) “ATM” means an automated teller machine.
- (e) “Authorised Merchants” means any retailer or any person, firm or corporation which pursuant to a Merchant Agreement agrees to accept or cause its outlets to accept the Card-i when properly presented.
- (f) “billing currency” means the billing currency in Ringgit Malaysia and includes its abbreviation “RM”.
- (g) “BSN” means Bank Simpanan Nasional having its head office at Wisma BSN, 117 Jalan Ampang, 50450 Kuala Lumpur.
- (h) “calendar days” means any day in the Gregorian calendar month, including weekends and public holidays.
- (i) “the Card-i” means all BSN Corporate Card issued by BSN to the Organisation and Cardholder, 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.
- (j) “the Card-i Account” means the account of the Organisation maintained at BSN pursuant to this Agreement.
- (k) “Card-i Account Number” means the account number allocated by BSN and embossed on the Card- i.
- (l) The “**Organisation**” means the company/firm or Organisation whose applies for the Card-i and name appears on the BSN Corporate Card and Application Form.
- (m) “**Cardholder**” 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 Cardholder”, where the context so permits and shall include their respective heirs, personal representatives and successors-in-title.
- (n) “the 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.
- (o) "Contactless Reader" means a secure reader that is equipped within a POS terminal through which Visa payWave purchases may be made.
  - (p) "Contactless transaction" means a transaction made by holding your Card-i in front of a Contactless Reader and without having to insert or swipe the Card-i.
  - (q) "the Facility Limit" means the limit assigned and/or granted by BSN from time to time to the Organisation and/or Cardholder which limit may be varied by BSN from time to time by giving the Organisation and/or Cardholder adequate prior notice before the effective date of variation.
  - (r) "Fixed Management Fee" means the Fixed Management Fee referred to in Clause 19 hereof.
  - (s) "Halal goods and services" means goods and services that are Shariah compliant.
  - (t) "Management Fee Free Period" means the period from the posting date of new retail transaction charged to the Card-i Account to the Payment Due Date in a particular Statement of Account and is applicable only to the new retail transaction as aforementioned.
  - (u) "Member Banks" means banks and financial institutions that are members of Visa International of which BSN is a member.
  - (v) "Outstanding Balance" means the full amount shown as due in the Statement which is chargeable, advanced or incurred resulting from the use of the Card-i.
  - (w) "PIN" means the personal identification number of the Cardholder or Supplementary Cardholder (if any).
  - (x) "POS" means point of sale terminals that permit the debiting of the Card-i Account for purchase transactions at Authorised Merchants outlets.
  - (y) "Replacement Card-i Fee" means the fee payable by the Organisation and/or Cardholder for the replacement of the Card-i.
  - (z) "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 Cardholder and/or the Supplementary Cardholder inter alia the amount chargeable, advanced or incurred, minimum amount due and the payment due date.
  - (aa) "Ujrah" means payment of fee as a consideration for the services provided as well as the benefits and privileges offered by BSN to the Cardholders and "Qard" refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender.
  - (bb) "working day" means a business day (excluding Saturdays, Sundays and Public Holidays) on which BSN is open for business in Kuala Lumpur.
  - (cc) "Payment Due Date" means Thirty (30) days from the closing date of Billing Cycle appearing in the monthly statement of account;

## **2. FUNCTION AND FACILITY OF BSN VISA CORPORATE CARD-i**

- 2.1 During its currency and subject to the terms and conditions of use herein set out as modified and stipulated by BSN from time to time, the Card-i entitles the Organisation and/or Cardholder to 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 Cardholder from time to time. Subject to the terms and conditions of use herein set out as modified and stipulated by BSN from time to time.
- 2.2 The Card-i facilities made available by BSN from time to time includes but not limited to the following:
  - (a) Purchase of online airlines tickets
  - (b) Purchase of online accommodations

- (c) Purchase/payment for subscriptions service – Application of Information and Communication Technology (ICT)
- (d) Any other Card-i facilities subject to pre-arrangement and agreement with BSN, if applicable.

### **3. ORGANISATION'S AUTHORITY**

3.1 The Organisation do hereby authorise the Cardholder's to hold the Card-i and utilise the facilities of the Card-i for and on behalf of the Organisation.

### **4. MANNER OF USE**

4.1 The Organisation and/or Cardholder 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 Cardholder.

- (a) 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 Cardholder to be debited to the Card-i Account.
  - (b) The Organisation and/or Cardholder 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 Cardholder and as the Bank deems fit.
  - (c) The Organisation shall be liable for all charges and advances whatsoever arising from all transactions, whether authorised or unauthorised, effected with the Card-i.
- 4.2 Notwithstanding any other provisions to the contrary herein set out, 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 Cardholder upon the occurrence of any one of the following events: -
- (a) Use the card-i for unlawful activities or non-Shariah compliant transaction
  - (b) Use the Card-i to purchase goods and services that will be resold i.e. "not for personal use of the Cardholder".

### **5. ACCOUNTS AND CARDS**

5.1 BSN will issue the Card-i on the Account bearing the Organisation name and those of the Organisation's designated employees as requested by the Organisation in writing to BSN.

5.2 BSN reserves the right to: -

- (a) require each prospective Organisation to complete the application form for the Card-i;
- (b) carry out credit checks on the Organisation, subject to 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 a Card at any time either generally or in relation to a particular transaction; or
- (e) renew and replace the Card-i, subject to clause 5.1 above, unless the Organisation direct otherwise.

### **6. CASH BACK**

6.1 Subject to the terms herein, the Organisation and/or Cardholder shall be eligible for Cash Back in the following manner:-

- (a) Earn 0.5% Cash Back for every Ringgit Malaysia spent on locally except for petrol transaction, government services and payments via JomPAY and Financial Process Exchange (FPX);

- (b) Earn 1% Cash Back for every Ringgit Malaysia spent on overseas except for petrol transaction, government services and payments via JomPAY and FPX;
- (c) The Cash Back is accumulated in a monthly basis which shall commence from date of issue the Card-i;
- (d) The Cash Back programme is applicable to the Cardholder with active and good conduct of account, not blocked code, cancelled or terminated by the BSN; and
- (e) BSN reserves the right to modify and / or alter the Cash Back percentages at any time with notice to the Organisation and/or Cardholder and such modifications and alterations shall become effective on such date or dates as BSN may elect to adopt.

## **7. FACILITY LIMIT**

- 7.1 The Bank shall assign a Facility Limit to the Card-i Account. Where a Cardholder operates two or more card-i, the Bank 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 Cardholder under Clause 2.1.
- 7.2 Where the Organisation operates two or more Card-i with BSN, a combined Facility Limit will be assigned to all Card Accounts representing the overall facility limit granted to cover the use of all Cards held by the Cardholder.
- 7.3 The Organisation and/or Cardholder hereby undertake to observe the Facility Limit and not to cause the aggregate sum of his obligations under the Card-i Account at any Billing Period to exceed his Facility Limit. In this respect, it is expressly agreed by the Organisation and/or Cardholder that the Bank shall be under no duty or obligation whatsoever to ensure that the Organisation and/or Cardholder's Facility Limit is not exceeded.
- 7.4 The Organisation and/or Cardholder 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 Cardholder further undertake not to affect any purchases or transactions within or outside Malaysia which may cause the Facility Limit to be exceeded in aggregate.
- 7.5 Where Supplementary Card(s) have been issued, and where a prescribed Facility Limit is assigned and is made known to the Supplementary Cardholder, such prescribed Facility Limit shall constitute the Facility Limit common to and shared by all the aforementioned Cards in aggregate.
- 7.6 BSN shall obtain the Organisation's acceptance before any increase 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 repayments and/or any other circumstances that BSN deems fit.
- 7.7 Notwithstanding the aforesaid, the Organisation shall remain and be liable for all Cardholder'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 Cardholder.
- 7.8 The Cardholder 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 Cardholder'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 Cardholder.
- 7.9 The availability or continuation of the Facility Limit extended to the Organisation and/or Cardholder is subject to reviews which may be undertaken by BSN from time to time or at any time.

- 7.10 In addition and without prejudice to any of BSN's other rights contained in this Agreement, following BSN's aforementioned review BSN shall give adequate prior notice to the Organisation and/or Cardholder 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 Cardholder, particularly if there is a reduction in the prescribed Facility Limit.
- 7.11 BSN may (but shall not be obliged) at any time and from time to time contact the Cardholder 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 that BSN is unable to contact the Cardholder, 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.

## **8. LIABILITY**

- 8.1 The Organisation shall solely liable for all charges on the Card-i(s) issued to the Cardholder(s) and Supplementary Cardholder(s).
- 8.2 The Organisation and/or Cardholder must notify BSN immediately as soon as the Organisation and/or Cardholder become aware or have reason to suspect that a Card-i is lost or stolen or if a Card-i or the Account is at risk of being misused and the Organisation and/or Cardholder shall write to BSN within 3 days of such incident to confirm such loss or theft or risk.
- 8.3 Until and unless BSN receives such written confirmation referred to in 8.2 above, the Organisation shall remain liable for all charges incurred prior thereto by the use of the Card-i whether authorized by the Cardholder or not.
- 8.4 The Organisation must notify BSN immediately if a Cardholder 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.
- 8.5 The Organisation shall use the best efforts to collect and destroy the Card-i issued to the Cardholder(s) whose authority has been cancelled or ceased due to termination of employment for any reason or whose Cards have been cancelled.

## **9. CARD NOT TRANSFERABLE**

- 9.1 The Card-i is not transferable and shall be used by the Cardholder only.

## **10. TRANSACTION IN ACCOUNTS**

- 10.1 The Organisation shall be liable to BSN for all transactions effected by the Cardholder and the Supplementary Cardholder (if any) using the Card-i and the Supplementary Card respectively and for all related charges billed to the Card Account(s).
- 10.2 BSN shall be entitled and is hereby unconditionally authorised by the Organisation and/or Cardholder to debit the Card-i Account for the amount paid by BSN for such purchase.
- 10.3 Notwithstanding the provision set out in Clause 10.2, the Organisation and/or Cardholder hereby unconditionally authorise BSN to purchase Cardholder'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 Cardholder and/or the Authorised Merchants, Member Banks or otherwise shall be binding and conclusive on the Organisation and/or Cardholder. For the purpose of Clause 10.3, 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 Cardholder.

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

- 11.1 In consideration of BSN issuing the Card-i to the Cardholder and any Supplementary Card-i to the Supplementary Cardholder, the Card-i must be signed by the Cardholder and/or Supplementary Cardholder immediately upon receipt of the same, the Cardholder and the Supplementary Cardholder agree to abide by the terms and conditions herein contained and any other terms and conditions as BSN may impose from time to time by giving the Cardholder twenty one (21) calendar days prior notice.
- 11.2 The use of the Card-i as a mode of payment is restricted to the Cardholder to whom the Card-i is issued for the use at the Authorised Merchants, ATMs and bank institution authorised to accept Visa Cards of which BSN is a member as a mode of payment.
- 11.3 The Cardholder 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 nor use it for any purpose unauthorised by the Organisation and/or BSN.

## **12. SIGNATURE ON THE CARD-i AND COMPLIANCE WITH LAWS**

- 12.1 Upon receipt of the Card-i, the Cardholder shall IMMEDIATELY sign on the Card-i (using the same signature as that appearing on the Card-i application form) and on any acknowledgement of receipt required by BSN and return such acknowledgement of receipt slip forthwith to BSN. The signature of the Cardholder on the Card-i or on any sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record and/or use of the Card-i and/or return of the acknowledgement of receipt slip will constitute a binding and conclusive evidence of the Cardholder entering into this Agreement with BSN.
- 12.2 The Organisation may at any time terminate the use of the Card-i by written notice to BSN and returning to BSN, the Card-i cut in halves across the magnetic stripe and across the chip (if the Card-i has a microchip embedded therein).
- 12.3 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 Cardholder 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 Cardholder 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" (as these phrases are commonly known) betting.

## **13. SUPPLEMENTARY CARD-i**

- 13.1 At the request of the Organisation and/or Cardholder, BSN may issue a Supplementary Card-i for the use by any other person(s) authorized by the Organisation as Supplementary Cardholder and approved by BSN provided that the use of a Supplementary Card-i by the Supplementary Cardholder is subject to the same terms and conditions herein. It is hereby agreed that the Organisation shall be liable to ensure that the Supplementary Cardholder shall observe all terms, conditions and obligations herein set out. Upon termination of use of the Card-i under any circumstances or at the request of the Organisation, the use of all Supplementary Cards shall also be terminated. The termination of the use of a Supplementary Card-i will not terminate the use of the Card-i provided that full payment is made on the Outstanding Balance of the Supplementary Card-i and the Organisation must on or before the due date specified, pay not less than the specified minimum payment of the Card-i Account.
- 13.2 Notwithstanding that the Supplementary Card-i bears a different Card-i Account Number and that a separate Statement may be issued to the Supplementary Cardholder upon request by the Organisation.

13.3 All the terms and conditions applicable herein to the Cardholder shall apply mutatis mutandis (that is, with the necessary changes) to the Supplementary Cardholder and for such purpose the term "Cardholder" and the "Card-i" shall be read and construed as if the terms "Supplementary Cardholder" and "Supplementary Card-i" were substituted thereof.

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

14.1 When the Cardholder receives a new or replacement Card-i, the Cardholder 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.

14.2 The Cardholder can change their PIN at any time. It can be done via myBSN Internet Banking, at BSN ATM or at any BSN Branches.

14.3 The Cardholder is fully responsible for the safe keeping 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.

**15. RECORDS OF TRANSACTION AND BILLING CURRENCY**

15.1 BSN shall be entitled to treat:-

(a) any sales draft, transactions record 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 Cardholder to be debited to the Card-i Account notwithstanding that any such document may not contain the signature of the Cardholder or that such signature of the Cardholder (if appearing) differs from the signature of the Cardholder on the application form for the Card or in BSN's records. The Organisation and/or Cardholder 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.

15.2 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 Cardholder and provided always that the Cardholder has complied strictly with terms and conditions contained in this Agreement, BSN may release the Organisation from its obligation to pay the debt incurred arising from the fraudulent transaction.

15.3 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 per centum (1%) of the amount transacted or such other rate as may be prescribed by BSN from time to time upon giving the Cardholder 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 charge and determined by Visa International and such charge may be debited to the Card-i Account.

15.4 All debts if incurred in a currency other than the billing currency shall be converted to Ringgit

Malaysia (on transactions conducted outside Malaysia) on the date the transaction is received and / or processed. The exchange rate may differ from the rate charged on the date of transaction due to market fluctuation. The exchange rate will be based on the rate determined by Visa international and MasterCard international at such time. In addition, the Organisation will also have to pay an administrative cost of 1.5% or at such other rate as shall be determined by BSN for the conversion of the transaction made in foreign currency.

## **16. STATEMENT OF ACCOUNT**

- 16.1 A Statement for the Card-i Account will be rendered to the Organisation once a month 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 hereby agreed that all such Statements shall be deemed to have been received by the Organisation within two (2) day from the date of posting.
- 16.2 Upon receipt of the Statement, the Organisation and/or Cardholder is deemed to have examined all entries in the Statement.
- 16.3 The Organisation and/or Cardholder hereby expressly covenants and undertakes (Wa'd) with BSN that the Organisation and/or Cardholder shall notify BSN of any error, discrepancy or inaccuracy of any kind whatsoever in the Statement within fourteen (14) days from the date that the Organisation and/or Cardholder receives or is deemed to have received the Statement. If the Organisation and/or Cardholder does not notify BSN of any error, discrepancy or inaccuracy of any entry in the Statement then the Organisation/Cardholder shall be deemed to have accepted the entries contained therein made up to the date of the last entry in the Statement as correct and as final and conclusive evidence of the facts contained therein and binding on the Organisation and/or Cardholder and the Organisation and/or Cardholder shall thereafter be precluded from making any claims against BSN by alleging that the said Statement contains any error, discrepancy or inaccuracy.
- 16.4 BSN shall not be obliged to furnish the Organisation and/or Cardholder 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 Cardholder's request.
- 16.5 Notwithstanding the full payment due and the Due Date, the whole of the Outstanding Balance on the Card- i Account including the Actual Management Fees 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 Cardholder or failure to have the Card- i renewed.
- 16.6 Upon the termination of the use of the Card-i and the Card-i Account, the Actual Management Fee and all other fees and charges provided herein shall immediately become due and payable. For the avoidance of doubt, it shall be expressly agreed by the Organisation and/or Cardholder and BSN that all the provisions contained herein 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 Management Fees and other fees and charges provided herein) to the Card-i Account and such further monies debited shall also become due and payable immediately.

## **17. ACTUAL MANAGEMENT FEES**

- 17.1 BSN shall impose Actual Management Fee on the Organisation's Outstanding Balance as permitted under Bank Negara Malaysia's Credit Card-i Guidelines (or such other guidelines which are issued from time to time) subject to the types of Credit Card-i and current fees, which can be referred to in our Card-i PDS at BSN's website.



- 17.2 The Organisation will not be charged any Actual Management Fees during the “Management Fee Free Period” for (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 “Management Fee Free Period” as aforesaid.
- 17.3 Actual Management Fee is imposed on the Outstanding Balance of retail transaction that is not paid after the Payment Due Date. The Actual Management Fee will be calculated from the day the transactions were posted until full payment is received and credited in the Card-i Account.

**18. FIXED MANAGEMENT FEES**

- 18.1 In return for the Services made available to the Organisation by BSN in relation to the Card-i and pursuant to the terms of this Agreement, the Organisation will be charged a Fixed Management Fee whereby the amount of which is subject to the classification of the Card-i. Fixed Management Fees may be increased or decreased from time to time as approved by BSN. Such varied amount shall be binding and payable by the Organisation from such date as may be determined by BSN. The Fixed Management Fees are as follows:-

| Type of Card              | Fixed Management Fees |
|---------------------------|-----------------------|
| BSN Visa Corporate Card-i | 18% Per Annum         |

- 18.2 The Fixed Management Fee is a maximum amount to be charged for Actual Management Fee. In the event of Actual Management Fee exceeds the Fixed Management Fee, BSN shall charge the Organisation up to the Fixed Management Fee amount.
- 18.3 BSN must , at any time or from time to time, grant the Organisation a rebate (Ibra’), the amount of which will be determined and calculated. based on the difference between the Fixed Management Fee and the Actual Management Fee.

**19. FEES AND CHARGES**

- 19.1 The Organisation hereby irrevocably and unconditionally agree 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.                                                                                                                                                                                          |
| Actual Management Fee                |                                                                                                                                                                                                                                    |
| Fixed Management Fee                 | Refer Clause 18.1                                                                                                                                                                                                                  |
| Legal Fee                            | Costs and other expenses which may be incurred by BSN in the enforcement of BSN’s rights and entitlement under this Agreement and the recovery of all or any part of monies owed by the Organisation to BSN in the Card-i Account. |
| Conversion For Overseas Transactions | Refer to Card Product Disclosure Sheet.                                                                                                                                                                                            |
| Sales And Services Tax (SST)         | <ul style="list-style-type: none"> <li>• Principal Card-i – RM25 annually per card</li> <li>• Supplementary Card-i – RM25 annually per card</li> </ul>                                                                             |
| 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 Cardholder. |
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## **20. CHANGES IN FEES AND OTHER CHARGES**

- 20.1 In amplification and not in derogation of BSN's rights contained in other terms and conditions of this Agreement, BSN shall communicate to the Organisation and/or Cardholder by methods stipulated in Clause 20.2 herein, 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 Management Fees, fees and other charges, and any other applicable fees or levies provided for herein.
- 20.2 The Organisation and Cardholder hereby agrees that BSN shall be entitled to adopt any one or more of the following manner or methods of communication concerning changes in Actual Management Fees, 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 of Account 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 Cardholder 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 Cardholder or by posting the notice of such changes and its effective date of change on BSN website.
- 20.3 The communication made by BSN hereunder shall be deemed to have been received by or communicated to the Organisation and/or Cardholder:-
- (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 20.2(a) above; 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 20.2(b) above; and/or
  - (c) three (3) calendar days after the date of posting of the Statement of Account if communication is made or effected by BSN in accordance with the provision of Clause 20.2(c) above; 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 20.2(d) above; and/or
  - (e) on the notice of such changes are 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 20.2(e) above.

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

- 21.1 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 Cardholder. 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 Cardholder has been properly made notwithstanding that the Organisation and/or Cardholder may dispute the validity of such claim or demand. The liabilities of the Organisation and/or Cardholder 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 this Agreement nor shall any of the Organisation obligations hereunder be affected or impaired by the fact that BSN was or might have been justified in refusing payment, in whole or in part, of the amounts so claimed or demanded under the services.

## **22. PAYMENT**

- 22.1 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
- 22.2 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 Management Fees as described in Clause 18 of this Agreement.
- 22.3 The Organisation will not be charged any Actual Management Fees during the "Management Fee 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 Management Fees on the Cardholder's unpaid retail transaction will be calculated from the day the transactions are posted to the Card-i Account.
- 22.4 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.
- 22.5 The Organisation and/or Cardholder shall undertake to make satisfactory arrangement for payments/repayments of the Card-i Account in accordance with the Terms and Conditions of this Agreement at all times, including without limitation to the times when the Cardholder is absent abroad.

## **23. APPLICATION OF PAYMENTS**

- 23.1 All payments to BSN must be made in the billing currency. Payments by the Organisation to BSN shall not be considered to have been made until the relevant funds have been received for value by BSN. All payment by cheques must include 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 of set-off as BSN deems fit. 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 management fee first (and in the case of same management fee, the order will start from the earliest to the latest transaction date) in the following order:-
- (a) in or towards repayment of all principal amount, and management fee;
  - (b) in or towards repayment of all principal amount and management fee for retail transactions; and
  - (c) in or towards repayment of all other fees and charges (e.g. annual fee, legal fee and etc) in such order and/or such other manner as BSN may deem fit.
- 23.2 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 Cardholder) to regularize any outstanding arrears in the other accounts.

## **24. WAIVER**

24.1 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 Cardholder shall not operate to prevent BSN from enforcing any of its rights under this Agreement to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of this Agreement in any respect.

24.2 The rights of BSN herein contained 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 herein contained shall not be capable of being waived or varied, otherwise than by an express waiver or variation in writing, and in particular, any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on its part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

## **25. PREPAYMENT**

25.1 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 this Agreement, 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 Cardholder 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.

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

26.1 BSN is not responsible for any quality of goods or services purchased with the Card-i or on the Account and Organisation and/or Cardholder agree to resolve any disputes concerning such goods or services directly with the seller or service provider. Without limiting the provision herein, 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 Cardholder 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.

## **27. TELECOMMUNICATION INSTRUCTIONS**

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

- 27.2 Prior to accepting such instructions over the telephone, the identity of the Organisation and/or Cardholder will first be verified by BSN's representative through a security process established by BSN which may incorporate the Cardholder's personal details.
- 27.3 Notwithstanding Clauses 27.1 and 27.2 above, BSN may request for a written confirmation from the Organisation and/or Cardholder who has given such instructions prior to implementing the same.
- 27.4 BSN shall not be liable or responsible to the Organisation and/or Cardholder for any loss or damage however caused or suffered by the Cardholder in following or omitting to follow any or all of the instructions set out in Clause 28.1.
- 27.5 The Organisation and Cardholder acknowledges and agrees that:-
- (a) BSN may record all telephone conversations between the Organisation's employee and/or the Cardholder 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.
- 27.6 The Organisation and/or Cardholder 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 Cardholder to an Authorised Merchants or a provider of service for the supply of Halal goods and/or 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 Cardholder(s) hereby 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 Cardholder(s)'s verbal, faxed or telecommunicated instructions.
- 27.7 BSN is irrevocably authorised (but not obliged) to contact and/or notify the Organisation and /or Cardholder by electronic mail, or by telephone or SMS whereby text or other electronic messages or information are sent to the Organisation and/or Cardholder'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 not be limited to) reminders sent in respect of minimum payment due, the Payment Due Date, updates on benefits, programmes and promotions and other information of general interest and/or specific to the Cardholder.
- 27.8 The Organisation and/or Cardholder shall be fully responsible for the security and safekeeping of the information it/he/she receives.
- 27.9 The Cardholder shall notify BSN immediately upon receiving short message service (SMS) transaction alert if the transaction was unauthorised.
- 27.10 The Organisation and/or Cardholder shall notify BSN immediately in writing of change of mobile phone number. Failure to do so, BSN may continue to send SMS to the Cardholder notwithstanding the Organisation and/or Cardholder's instructions. BSN shall not be liable to the Organisation and/or Cardholder 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 Cardholder arising from or occasioned by any:-
- (a) malfunction or defect in the transmission of information for whatever reason;
  - (b) inaccuracy, incompleteness, delay or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
  - (c) wrongful, unauthorised or improper access to use or interpretation of the information transmitted; or
  - (d) claim for libel or slander arising from the transmission of any information.

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

- 28.1 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 thereby offered at least thirty (30) calendar days' notice to the Organisation and/or Cardholder prior to the withdrawal, suspension and/or termination of the Card-i and/or any of the Services thereby 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.

28.2 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 thereby 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 Cardholder/Supplementary Cardholder 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 (as mentioned in Clause 23 hereinbefore), Actual Management Fees, other charges, and any other applicable fees or levies provided for herein, when due and payable by virtue of and in accordance with provisions herein contained whether formally demanded or not;
- (c) If the Organisation and/or Cardholder commits or threatens to commit a default or breach of any of the agreements, covenants, stipulations, terms or conditions herein contained on the part of the Organisation and/or Cardholder 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 or Cardholder;
- (e) If a distress or execution or other process of a court of competent jurisdiction is levied upon or issued against any property of the Organisation and/or Cardholder and such distress, execution or other process as the case may be is not satisfied by the Organisation and/or Cardholder within twenty-one (21) calendar days from the date thereof;
- (f) If the Organisation and/or Cardholder furnished false information or data to BSN;
- (g) If the Organisation and/or Cardholder 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 Cardholder 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 thereunder have occurred;
- (i) If an event or events 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 Cardholder to perform his obligations under this Agreement;
- (j) If the Cardholder becomes insane or dies;
- (k) If the whereabouts of the Organisation and/or Cardholder 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 Cardholder is found to have breached any applicable laws or regulations with regard to the Organisation and/or Cardholder's use of the Card-i; or

- (n) If the Organisation and/or Cardholder is found to be involved in illegal activities (including but not limited to illegal online betting).
- 28.3 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.
- 28.4 In the event the Card-i is terminated and/or suspended by BSN pursuant to this Agreement, the Supplementary Card-i shall also be terminated and/or suspended with immediate effect.

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

- 29.1 Save for hereinafter provided the Organisation and/or cardholder shall be and shall remain 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 Cardholder. The Organisation and/or Cardholder shall be under a duty to use 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 Cardholder 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 Cardholder's breach of such duty. The duty to use 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 Cardholder's sight; or
  - (f) not using the Cardholder's date of birth, identity card number or phone number as the PIN.
- 29.2 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 Cardholder 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) 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 or 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 Cardholder written confirmation.
- 29.3 The Organisation and/or Cardholder 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 anything that is kept close by with your Card-i.
- 29.4 The Organisation and/or Cardholder 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 unattended in places visible and accessible to others; or
  - (d) voluntarily allowed another person to use your Card-i.

- 29.5 In the event that the Organisation and/or Cardholder is not satisfied with BSN's decision in relation to any matter arising from this clause, the Organisation and/or Cardholder 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 Cardholder agrees not to use the Card-i which has been recovered and shall immediately return the same, cut in halves across the magnetic stripe and across the chip (if the Card- i has a microchip embedded therein) to BSN.
- 29.6 BSN is not obliged to issue a replacement Card-i to the Organisation and/or Cardholder following its loss or theft. If BSN decides to issue a replacement Card-i, it will be subject to the Replacement Card-i Fee stated in Clause 20.1 (or 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.
- 29.7 In the event that 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.

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

- 30.1 The Organisation may request the Bank to issue new Card-i periodically but the Bank reserves the right not to issue the same without having to assign any reason therefor. The Bank accepts no responsibility and neither shall the Bank be liable for failure to issue new Cards-i as aforesaid.

### **31. ACCOUNT CLOSURE**

- 31.1 BSN shall close the Card-i Account upon the receipt of a closure request from the Organisation and/or Cardholder and upon the termination of the use of the Card-i or at any such time thereafter as it deems fit after giving adequate prior notice to the Organisation and/or Cardholder without being subjected to any fees and charges imposed by BSN on the Organisation and/or Cardholder. 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.

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

- 32.1 The Bank may set off or transfer any monies standing to the credit of the Organisation's account with the Bank of whatever description and wherever located towards the reduction and/or discharge of any sum due to the Bank under this Agreement without assigning reason, by giving notice at least Seven (7) days prior to its intention to set off a credit balance.
- 32.2 In this regard, BSN may concurrently earmark any available money in the Organisation's Other Accounts upon the issuance of the notice to the Organisation.

### **33. LEGAL COSTS AND INDEMNITY**

- 33.1 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 this Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Organisation and/or Cardholder(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.



#### **34. UNFORESEEN CIRCUMSTANCES**

34.1 Without prejudice to any of the provisions of this Agreement, the Organisation and/or Cardholder agrees not to hold BSN liable in the event that BSN is unable to perform in whole or in part any of its obligations under this Agreement, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond BSN's control or due to any factor in a nature of an unforeseen circumstances. Any inability to meet a payment due by the Organisation to BSN because of lack of funds will in no circumstances be treated as an event of unforeseen circumstances. In the event that BSN is not able to furnish the Organisation and/or Cardholder with the Statement pursuant to the provisions of this Agreement for any period of time, the Organisation liability for management fee and other fees and charges shall nevertheless continue to accrue and for the purpose of computing the management fee payable to BSN or establishing the due date for payment of the management fee, other fees and charges and principal amount, BSN may select any day of the month as the monthly Statement date.

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

35.1 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 Cardholder by any Authorised Merchants. Any complaint by the Organisation and/or Cardholder 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. 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.

35.2 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 this Agreement including but not limited to non- acceptance for any reason whatsoever of the Card-i by Authorised Merchants, person or body non- acceptance by any bank or any Member Banks, 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 wherein BSN shall be obliged to act reasonably to protect its rights under the provisions of this Agreement.

#### **36. AMENDMENTS**

36.1 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 Cardholder 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 same to the Organisation and/or Cardholder 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 newspaper of the BSN's choice of such

- changes and its effective date of change;
- (d) by posting an insertion in the Statement of Account 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 Cardholder 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 Cardholder or by posting the notice of such changes and its effective date of change on BSN website.
- 36.2 Communication to the Organisation and/or Cardholder by any one of the above mode of communication shall be deemed to have been received by or communicated to the Organisation and/or Cardholder in accordance with the provisions of Clause 20.3 and in the case where notice of the amendment is dispatched to the Organisation and/or Cardholder 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 Cardholder.
- 36.3 This Agreement (with 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 hereto with respect to the matters provided for herein, and supersedes any previous agreements and understandings between the parties hereto with respect to any such matters.

### **37. SEVERABILITY**

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

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

- 38.1 The Organisation and/or Cardholder consents and authorizes the Bank to collect, process, disclose, transfer, maintain, store and retain the Organisation and/or Cardholder's Personal Data in accordance to Personal Data Protection Act 2010 (PDPA). Personal Data under this Clause has the same meaning given under the PDPA ("Personal Data").
- 38.2 The Organisation and/or Cardholder hereby expressly gives its consent to and authorises BSN as and when BSN may deem fit and necessary to do the following things hereinafter set forth without reference to the Organisation and/or Cardholder:-
- (a) to disclose the affairs or Card-i Account pursuant to Development Financial Institution Act 2002 and Personal Data of the Organisation and/or Cardholder including but not limited address, telephone number or email address or make a record of the Organisation and/or Cardholder'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 Cardholder's affairs or accounts (including the Statement of accounts in relation thereto) and any other credit facility which the Organisation and/or Cardholder 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, 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 Cardholder as it relates to the use of the Card-i by the Organisation and/or Cardholder.
- (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 Cardholder's personal particulars, particulars of his accounts relating to the Card-i (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 Cardholder 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.
- 38.3 BSN hereby disclaims all liability to the Organisation and/or Cardholder for any loss or damage (direct, indirect, special or consequential) of any nature or embarrassment suffered by the Organisation and/or Cardholder arising from or occasioned by the disclosure of any information or interpretation or use of information disclosed.
- 38.4 The Organisation and/or Cardholder hereby expressly consents to such disclosure and confirms and declares that the terms contained therein shall be subject to the Privacy Policy which is accessible at BSN's website at [www.bsn.com.my](http://www.bsn.com.my). In the event of any inconsistency between the terms contained herein with the terms as set out in the Privacy Policy, the terms and conditions in the Privacy Policy shall prevail.
- 38.5 The Organisation and/or Cardholder acknowledges that the Organisation and/or Cardholder 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 Cardholder's consent may affect the services provided by BSN to the Cardholder. In such instances, the Bank 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 Cardholder.

### **39. FURTHER DOCUMENTS**

- 39.1 The Organisation and Cardholder undertakes to sign such further documents as may be requested by BSN from time to time and the Organisation and Cardholder hereby expressly

covenants and agrees that at the election of BSN such further documents may be deemed to take effect retrospectively.

#### **40. SERVICE OF NOTICE**

- 40.1 The Organisation and/or Cardholder hereby irrevocably consent to the service of any notice under this Agreement or any court process or delivery of cheque, bank draft cashier's order or the Card-i or any other document or item by ordinary post or by hand or by courier service to the last known address of the Organisation and/or Cardholder 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.
- 40.2 The Organisation and/or Cardholder must promptly notify BSN in writing of any changes in business or address (office or residential) or if the Cardholder intends to be absent from Malaysia for more than thirty (30) calendar days in one stretch.
- 40.3 Pursuant to Clause 40.2 above, it is important for the Organisation and/or Cardholder to promptly notify BSN of any changes mentioned in Clause 40.2 in order to ensure that BSN has the latest updated information of the Organisation and/or Cardholder.

#### **41. CERTIFICATE OF INDEBTEDNESS**

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

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

- 42.1 In addition and without prejudice to any other rights and remedies of BSN or the generality of any other provisions of the Agreement, 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 principal amount, management fee 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 Cardholder):-
    - (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 Cardholder to observe or comply with any obligation on the part of the Organisation and/or Cardholder to be complied under these terms and conditions or make it improbable that the Organisation and/or Cardholder would be able or willing to do so.

**43. SUSPENSE ACCOUNT**

43.1 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 Cardholder 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 hereunder or under any other security or guarantee to the credit of the Organisation and/or Cardholder 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.

**44. APPOINTMENT OF AGENTS**

44.1 In amplification and not in derogation of its rights under this Agreement, BSN shall have the right, , 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 Cardholder under this Agreement. Such appointment and authorisation must be made known to the Organisation and/or Cardholder 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.

44.2 BSN shall inform the Organisation and/or Cardholder the impact on the Organisation rights and obligations after the Card-i Account has been transferred to a third party debt collection agency or sold to a third party.

44.3 Under specific circumstances where the Organisation and/or Cardholder 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 at least seven (7) calendar days in advance.

44.4 It should be noted that BSN shall provide the Organisation 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.

**45. SUCCESSORS**

45.1 This Agreement shall be binding upon the successors in title and assigns of the Organisation and on the successors in title and assigns of BSN.

**46. RECONSTRUCTION OF BSN**

46.1 The obligations and liabilities of the Organisation and/or Cardholder 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 Bank may for the time being be carried on and shall be available to the Organisation carrying on that business for the time being.

**47. TIME OF THE ESSENCE**

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

**48. LAW APPLICABLE AND JURISDICTION**

48.1 This Agreement shall be deemed to be a contract made under the laws of Malaysia and shall for all purposes be governed by and construed in accordance with the laws of Malaysia and the parties hereto hereby 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 herein. The Organisation and/or Cardholder waive(s) any objections on the grounds of venue or forum non convenience.

- 48.2 This Agreement is intended to be wholly Shariah-compliant. The Organisation and/or Cardholder and BSN agree that their respective rights and obligations herein are intended to be and subject to and in conformity with Shariah (such Shariah as are determined by the Shariah Advisory Council of Bank Negara Malaysia). Organisation and Cardholder hereby further agrees that the Card-i shall not be used for unlawful activities or non-Shariah 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).
- 48.3 In the event the Card-i is used by the Organisation and/or Cardholder to purchase or use for non-Halal goods and services, it is the responsibility of the Organisation and/or Cardholder 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 Cardholder if the Card-i is found to be used for non-Shariah compliant transactions.

**49. EXCLUSION OF LIABILITY**

- 49.1 BSN shall not be liable to the Cardholder for any losses (including any loss of interest, 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 wilful default) in relation to the Cardholder'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 or any revocation, suspension or restriction of the use of the Card by the Cardholder.

**50. DEVELOPMENT FINANCIAL INSTITUTIONS ACT 2002 (DFIA)**

- 50.1 The Cardholder 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 Cardholder 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).

**51. SUPERSEDING AGREEMENT**

- 51.1 All previous agreements or arrangements, if any, made between BSN and the Organisation and/or Cardholder, either written or verbal, are hereby cancelled and superseded by this Agreement.

**52. PUBLICATION OF THIS AGREEMENT ON BSN'S WEBSITE**

- 52.1 A copy of this Agreement is published at our website [www.bsn.com.my](http://www.bsn.com.my) (or such other website which BSN may change from time to time by giving adequate notice to the Organisation/Cardholder). In the event BSN changes or varies any terms of this Agreement, the amended and updated version will be posted on the BSN's aforesaid website.

**53. PRIVACY CLAUSE**

- 53.1 The Organisation and/or Cardholder confirms that he/she has read, understood and agreed to be bound by BSN Privacy Notice (which is available at [www.bsn.com.my](http://www.bsn.com.my) and the clauses herein, as may relate to the processing of the Cardholder's personal information. For the avoidance of doubt, the Organisation and/or Cardholder agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- 53.2 In the event the Organisation and/or Cardholder provides personal and financial information

relating to third parties, including information relating to the Cardholder's next-of-kin and dependents (where the Cardholder is an individual) or information relating to the Organisation and/or Cardholder's directors, shareholders, officers, individual guarantors and security providers (where the Cardholder 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 Cardholder:-

- (a) confirms that he/she has obtained their consent or are otherwise entitled to provide this information to BSN and for BSN to use it in accordance with this agreement;
  - (b) agrees to ensure that the personal and financial information of the said third parties is accurate;
  - (c) agrees to update BSN in writing in the event of any material change to the said personal and financial information; and
  - (d) agrees to the BSN's right to terminate this Agreement should such consent be withdrawn by any of the said third parties.
- 53.3 Where the Organisation and/or Cardholder 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). In instructing BSN and/or the BSN's agents to enter into any cross-border transaction on the Organisation and/or Cardholder's behalf, the Organisation and/or Cardholder agree to the above said disclosures on behalf of the Organisation and/or Cardholder and others involved in the said cross-border transaction.
- 53.4 Even after the Organisation and/or Cardholder has provided BSN with any information, the Organisation and/or Cardholder 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.
- 53.5 BSN reserves the right to amend this clause from time to time and shall provide prior notification to the Organisation and/or Cardholder in writing and place any such amendments on the BSN's websites and/or by placing notices at the banking halls or at prominent locations within the BSN's branches.
- 53.6 This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

#### **54. TAXES**

- 54.1 All fees and charges imposed on BSN Visa Corporate Card-i are subjected to any taxes imposed or will be imposed by the Government of Malaysia or any other competent authority in Malaysia based on the prevailing rate.

The information provided in this Terms and Conditions is valid starting January 2024.  
(v1.0 12/2023)