BSN VISA/MASTERCARD CARDMEMBER AGREEMENT

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

1. DEFINITIONS

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

(a) "this Agreement" means the agreement between the Cardmember and BSN whereby the Cardmember is issued with the Card by BSN upon the terms and conditions herein as well as the terms and conditions as contained in the Card application form signed and submitted by the Cardmember to BSN when applying for the issuance of the Card and such other terms and conditions supplemented and/or amended from time to time.

(b) "ATM" means an automated teller machine.

(c) "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 when properly presented.

(d) "billing currency" means the billing currency in Ringgit Malaysia and includes its abbreviation "RM".

(e) "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.

(f) "calendar days" means any day in the Gregorian calendar month, including weekends and public holidays.

(g) "the Card" means all BSN Visa/Mastercard Credit Card issued by BSN to a Cardmember, which includes any other name, logo and/or trademark as may be determined by BSN from time to time, unless otherwise stated and includes a Supplementary Card where the context so permits.

(h) The list of the Card products set out below is non-exhaustive and includes any other Card products made available by the Bank from time to time, including those published on the BSN's Website:

CORE CREDIT CARD
BSN VISA/MASTERCARD CLASSIC CREDIT CARD
BSN VISA/MASTERCARD GOLD CREDIT CARD
BSN VISA/MASTERCARD PLATINUM CREDIT CARD
BSN VISA CASH BACK CREDIT CARD

CO-BRAND CREDIT CARD
BSN TEACHERS GOLD CREDIT CARD
BSN-AIAFAM VISA PLATINUM CREDIT CARD
BSN G-CARD VISA CREDIT CARD

(i) "the Card Account" means the Card's account of a Cardmember maintained at BSN pursuant to this Agreement.

(j) "Card Account Number" means the account number allocated by BSN and embossed on the

Card.

(k) "the Cardmember" means the person to whom the Card is issued and whose name is embossed on the Card 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.

(l) "the Cardmember's Other Accounts" means the Cardmember's other banking accounts with BSN apart from the Card Account and includes a Cardmember's joint account with a third party.

(m) "Contactless Reader" means a secure reader that is equipped within a POS terminal through which Visa payWave purchases may be made.

(n) "Contactless transaction" means a transaction made by holding the Card in front of a Contactless Reader and without having to insert or swipe the Card.

(o) "the Credit Limit" means the limit assigned and/or granted by BSN from time to time to the Cardmember which limit may be varied by BSN from time to time by giving the Cardmember seven (7) working days notice before the effective date of variation.

(p) "Finance Charge" means the Finance Charge referred to in Clause 17 hereof.

(q) "Interest Free Period" means the period from the posting date of new Retail Transaction charged to the Card Account to the Payment Due Date in a particular Statement of Account and is applicable only to the new Retail Transaction as aforementioned.

(r) "Late Payment Charge" means the Late Payment Charge referred to in Clause 18 hereof.

(s) "Member Banks" means banks and financial institutions that are members of Mastercard Worldwide and Visa International of which BSN is a member.

(t) "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.

(u) "PIN" means the personal identification number of the Card of Cardmember or Supplementary Cardmember (if any).

(v) "POS" means point of sale terminals that permit the debiting of the Card Account for purchase transactions at Authorised Merchants outlets.

(w) "Replacement Card Fee" means the fee payable by the Cardmember for the replacement of the Card.

(x) BSN's Website means www.bsn.com.my

(y) "Statement" means the periodic Statement issued by BSN from time to time to the Cardmember and/or Supplementary Cardmember in respect of the Card Account which shows the transactions made by the Cardmember and/or the Supplementary Cardmember inter alia the amount chargeable, advanced or incurred, minimum amount due and the payment due date.

(z) "working day" means a business day (excluding Saturdays, Sundays and Public Holidays) on which BSN is open for business in Kuala Lumpur.

(aa) "calendar day" means any day in the Gregorian calendar month, including weekends and public holidays.

2. INTERPRETATION

2.1 Words importing the singular include the plural. Words importing the masculine gender include the feminine and neuter genders.

2.2 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. ISSUANCE OF THE CARD AND SERVICES AVAILABLE

3.1 The Cardmember further agrees that the tenure for the Services (as defined herein) under this Agreement shall be for a period as determined by BSN. BSN may extend the duration from year to year or for any other 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 shall become fully payable. The Services shall also be subject to periodic review by BSN and any amounts due under this Agreement shall be payable on demand.

3.2 In addition to the above, the Cardmember agrees that the Card is issued for use in connection with the services made available by BSN from time to time at its discretion within the Credit Limit, during the tenure of the Card (including such renewed tenure), including but not limited to the following:-

(a) to facilitate the purchase of goods and/or services from the Authorised Merchants; and/or

(b) to facilitate Cash Advances/Cash Withdrawals as set out under Clause 14 hereof; and/or

(c) to facilitate the operation of the various banking accounts opened for the Cardmember in conjunction with the use of the Card; and/or

(d) to facilitate the BSN Balance Transfer Programme, BSN EasyCash Plan, BSN 0% EasyPay Plan, BSN Instalment-Pay Plan and any other programmes or Services made available by BSN from time to time; and/or

(e) other facilities, subject to prior written arrangement with BSN (collectively referred to as the "Services").

3.3 Notwithstanding the Services as stated in Clause 3.2 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 Cardmember.

3.4 The Cardmember also agrees, covenants and undertakes that the Card shall not be used for any unlawful activities, including but not limited to illegal online banking, betting or gambling. BSN shall be entitled to terminate the Card immediately without prior notice or liability to the Cardmember if the Card is found to be used for any unlawful activity(ies).

3.5 The Cardmember shall be and shall remain liable to BSN for all goods and services supplied by any Authorised Merchants and all Cash Advances affected through the use of the Card whether or not such usage is authorised by the Cardmember.

4. ACCEPTANCE OF THE CARD

4.1 In consideration of BSN issuing the Card to the Cardmember and any supplementary card to the Supplementary Cardmember, the Card-i must be signed by the Cardmember and/or Supplementary Cardmember immediately upon receipt of the same, the Cardmember and the Supplementary Cardmember agree to abide by the terms and conditions contained in this Agreement and any other terms and conditions as BSN may impose from time to time by giving the Cardmember twenty one (21) Calendar Days prior notice.

4.2 The use of the Card as a mode of payment is restricted to the Cardmember to whom the Card is issued for the use at the Authorised Merchants, ATMs and Member Banks.

4.3 The Cardmember shall not permit or authorise any third party to use the Card and shall not transfer or part with the control or possession of the Card nor shall the Cardmember use it for any purpose unauthorised by BSN.

4.4 In the event BSN discovers that any of the above as stated in Clause 4.3 has occurred, the Cardmember agrees to be fully responsible and liable for all transactions effected by the use of the Card whether with or without the Cardmember's knowledge or authority and shall indemnify and keep BSN fully indemnified against all consequential losses, expenses or claims suffered by or brought against BSN as a result thereof.

4.5 The Card is not transferable and shall be used exclusively by the Cardmember. The Card-i may not be pledged by the Cardmember as security for any purpose whatsoever.

4.6 The Cardmember may at any time terminate the use of the Card by issuing a written notice to BSN and returning to BSN the Card which has been cut in half across the magnetic stripe and the chip. The Cardmember shall be and remain liable for all transactions effected through the use of the Card prior to BSN's receipt of such written notice of termination together with the Card which has been cut in half.

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

5. SUPPLEMENTARY CARD

5.1 At the request of the Cardmember, BSN reserve the right to issue a Supplementary Card for the use by any other person(s) nominated by the Cardmember as Supplementary Cardmember and 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 Cardmember shall be liable to ensure that the Supplementary Cardmember shall observe all terms, conditions and obligations set out in this Agreement.

5.2 Upon termination of use of the Card under any circumstances or at the request of the Cardmember, the use of all Supplementary Cards shall also be terminated. The termination of the use of a Supplementary Card will not terminate the use of the Card provided that full payment is made on the Outstanding Balance of the Supplementary Card and the Cardmember must on or before the due date specified, pay not less than the specified minimum payment of the Card Account.

5.3 Notwithstanding that the Supplementary Card bears a different Card Account Number and that a separate Statement may be issued to the Supplementary Cardmember, the Principal Cardmember shall be jointly and severally liable to BSN for the use of the Card and the Supplementary Card, including all amounts incurred arising from the use of the Card and the Supplementary Card.

5.4 All the terms and conditions applicable herein to the Cardmember shall apply *mutatis mutandis* (with the necessary changes) to the Supplementary Cardmember and for such purpose the term "Cardmember" and the "Card" shall be read and construed as if the terms "Supplementary Cardmember" and "Supplementary Card" were substituted thereof.

6. SELECTION / ISSUANCE OF PERSONAL IDENTIFICATION NUMBER (PIN)

6.1 When the Cardmember receives a new or replacement Card, the Cardmember is required to activate the Card 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.

6.2 The Cardmember can change the PIN at any time. It can be done via myBSN Internet Banking, BSN ATM or at any BSN Branches.

6.3 The Cardmember is fully responsible for the safety of the PIN and it should not be exposed to any parties in any situation or kept in a form that it easily accessible by anyone else.

7. TRANSACTIONS AT POS TERMINAL

7.1 The Cardmember is required to authenticate the purchases at Authorised Merchants outlets in Malaysia using the 6-digit PIN at the POS terminal.

(a) The merchant will insert the Card into the POS terminal's card reader device and enter the amount to be paid by the Cardmember.
(b) The POS terminal will prompt for the Cardmember's 6-digit PIN.
(c) The Cardmember will be required to enter the PIN on the POS terminal to continue the purchase.
(d) The merchant will hand over a copy of the sales draft as proof of purchase along with the Card to the Cardmember.

7.2 The Cardmember shall ensure that the transaction amount is accurate prior to signing any sales draft or transaction records provided by merchants or financial institutions or using their Card at a Contactless Reader device or entering the PIN at POS terminals. By performing any of these actions, the Cardmembers shall be deemed acknowledged and confirmed the accuracy of the transaction amount.

7.3 The Cardmember may also use the Card to make Contactless Transaction through a Contactless Reader of which the maximum transaction amount per transaction is capped at RM250.00 or any other limit that may be permitted by BSN from time to time.

7.4 Card usage for petrol transactions performed at Outdoor Payment Terminal:
For petrol purchases made at Outdoor Payment Terminals, a pre-authorisation amount of RM200 (or such amount as may be determined by BSN from time to time) will be charged to the Card-i Account. The pre-authorization amount will then be reversed and the actual transaction amount will be charged to the Card-i upon settlement by the merchant after three (3) Working Days from the transaction date. The Cardmember is advised to pay at the cashier's counter to avoid the pre-authorization holding amount.

8. TOLL-RELATED TRANSACTION

8.1 The Card is automatically enabled for toll-related transactions by tapping the Card at participating toll payment terminals.

8.2 The Cardmember fully agrees that toll payments will be initiated by Touch n' Go Group with delayed payment authorization, potentially resulting in differences between the toll charges' date and time and the actual transaction date and time.

9. VISA CLICK TO PAY

9.1 Upon the successful activation of the BSN Visa Card, the Cardmember will be automatically enrolled in the Visa Click to Pay service. This service is designed to provide BSN Cardmembers with making secure card payments without manually entering your card details.

9.2 Cardmembers who prefer not to utilize this feature may opt out at any time by visiting any BSN Branch or by contacting the BSN Contact Centre. Any Cardmember who has opted out or remains unenrolled may re-enroll or activate the service at any BSN Branch or by contacting the BSN Contact Centre.

9.3 By participating in the Visa Click to Pay service, the Cardmember acknowledges and consents to the sharing of essential card information (including but not limited to card number, expiry date, and contact details) with Visa and participating merchants solely to facilitate the transaction. All data handling is conducted in strict accordance with the BSN Privacy Policy. Cardmembers are encouraged to review the BSN Privacy Policy available on the official BSN website for further details on personal data protection.

9.4 The continued use of the BSN Visa Card for any transaction following card activation shall be deemed as the Cardmember's express consent to the automatic enrolment in the Visa Click to Pay service and the associated data sharing required to provide the service.

9.5 While the Bank facilitates and support the enrolment of your BSN Visa Card into Visa Click to Pay

service aimed to enhance banking convenience, the Bank expressly disclaims all responsibility and liability for any unauthorized use, security incidents, data breaches, transactional errors, service interruptions, or loss of any kind, arising from the use of the Visa Click to Pay service and functionality or any acts, omissions, negligence or practices of Visa or participating merchants. It is the Cardmember's responsibility to review the terms of use and privacy policies provided by Visa and respective participating merchants before proceeding with any transaction through Visa Click to Pay.

9.6 The Visa Click to Pay feature uses advanced tokenization technology, which replaces Cardmember's actual card details with a unique digital identifier or token. For security, Cardmember's will either receive a BOSS Code via SMS on registered mobile number or be prompted to approve the transaction via BSNSecure (MFA) on the BSN eWallet app (Individual users) whenever the Cardmember performs an online transaction using a BSN Visa Card through Visa Click to Pay. The Cardmember shall ensure that the Cardmember's mobile device has an active network connection to avoid any delay in receiving the BOSS code or BSNSecure.

10. MANNER OF USE

10.1 The Principal Cardmember shall be liable to BSN for all transactions effected by the Principal Cardmember and the Supplementary Cardmember (if any) using the Card and the Supplementary Card respectively and for all related charges billed to the Card Account(s). Notwithstanding anything to the contrary contained in this Agreement and without prejudice to the generality of the foregoing, the liability of the Principal Cardmember shall continue to subsist notwithstanding the termination of this Agreement.

10.2 A Supplementary Cardmember (if any) shall only be liable to BSN on all transactions effected by such Supplementary Card and for all charges billed to the Card Account related to such Supplementary Card or the use of the same. Notwithstanding anything else to the contrary herein contained and without prejudice to the generality of the foregoing, the foregoing liability of the Supplementary Cardmember shall continue to subsist notwithstanding the termination of this Agreement.

10.3 To affect a credit purchase from any Authorised Merchants or a Cash Advance from the Member Banks, the Cardmember shall sign a sales or Cash Withdrawal draft, prepared by the Authorised Merchants and/or Member Banks, as the case may be. BSN is hereby unconditionally authorised by the Cardmember to debit the Cardmember's Card Account for the amount paid by BSN for such purchase or Cash Advance.

10.4 Notwithstanding the provision set out in Clause 10.3, the Cardmember hereby unconditionally authorise BSN to purchase his unsigned sales drafts or Cash Withdrawal drafts and debit his Card Account for the payments made by BSN to the Authorised Merchants or Member Banks for such purchase, if BSN is of the opinion based on satisfactory documentary evidence, that such omission is due to the nature of the transaction or due to an oversight on the part of the Cardmember the Authorised Merchants, and/or Member Banks shall be binding and conclusive on the Cardmember.

10.5 For the purpose of Clause 11.4, any determination by BSN whether such omission is due to the nature of the transaction or due to an oversight on the part of BSN is binding and conclusive on the Cardmember.

10.6 BSN shall be entitled to treat its record for any transaction effected by the use of the Card including but not limited to transactions effected through the internet or any other means acceptable to BSN from time to time, or by mail orders via telephone, as evidence of a debt properly incurred by the Cardmember to be debited to the Card Account notwithstanding that any such record may not contain any signature of the Cardmember.

10.7 BSN shall assign a Credit Limit to the Card Account that must strictly be observed by the Principal Cardmember and the Supplementary Cardmember.

10.8 If the Principal Cardmember operates two (2) or more Card Accounts, a combined Credit Limit will be assigned to the Card Accounts representing the total Credit Limit extended to cover the use of all Cards held by the Principal Cardmember.

10.9 Notwithstanding that the assigned Credit Limit and a combined Credit Limit have been set for the Cardmember, BSN reserve the right to vary such a limit restrict refuse or withhold the Cardmember's credit by giving seven (7) working days' notice to the Cardmember and the Cardmember hereby acknowledges and confirms that BSN shall not be liable in any manner whatsoever to the Principal Cardmember and/or the Supplementary Cardmember, as a result of BSN exercising its right under this Clause.

11. RECORDS OF TRANSACTION AND BILLING CURRENCY

11.1 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; and/or

(b) BSN's record of Cash Advances or of any other transactions effected by the use of the Card including but not limited to transactions effected via mail order the telephone the internet or any other mechanical, electrical, electronic media devices, as evidence of a debt properly incurred by the Cardmember to be debited to the Card Account notwithstanding that any such document may not contain the signature of the Cardmember or that such signature of the Cardmember (if appearing) differs from the signature of the Cardmember on the application form for the Card or in BSN's records. The Cardmember agrees that the records of BSN of any transaction effected by the use of the Card shall be conclusive and binding on the Cardmember for all purposes.

11.2 Notwithstanding the above, if BSN receives satisfactory and irrefutable documentary evidence that any transaction effected on the Card is due to fraud not occasioned or contributed by the acts and/or omissions on the part of the Cardmember and provided always that the Cardmember has complied strictly with terms and conditions contained in this Agreement, BSN reserve the right to release the Cardmember from its obligation to pay the debt incurred arising from the fraudulent transaction.

11.3 All debts if incurred in a currency other than the billing currency shall:-

(a) before being debited to the Card Account, be converted into the billing currency at such prevailing rate of exchange (the exchange rate may differ from the rate charged on the date of transaction due to market fluctuation) as may be determined by Visa International/ Mastercard Worldwide as at the date of entry into the Card Account; and

(b) be subject to an administration fee of one per centum (1%) of the amount transacted or such other rate as may be prescribed by BSN from time to time upon giving the Cardmember twenty one (21) calendar days prior notice and such charge may be debited to the Card Account; and

(c) be subject from any fee as may charged and determined by Visa International/Mastercard Worldwide and such charge may be debited to the Card Account.

12. ATM TRANSACTIONS

12.1 Cardmember should use the preferred PIN to enable the Cardmember to obtain Cash Advances via the ATM. The Cardmember shall not disclose the PIN to any other person under any circumstances.

12.2 BSN shall not be responsible or liable in any way whatsoever for any loss, damage, injury, inconvenience or embarrassment suffered by the Cardmember including but not limited to instances where the Card is not honoured or accepted for use or where the Card is retained by the ATMs or where transactions cannot be effected or are erroneously effected due to reasons not attributed to BSN's technical defects. BSN technical defects exclude breakdown, stoppage or closure, interruption or loss of power supply to ATMs.

12.3 The operating hours, type of operations, facilities and Services available to the Cardmember as well as the frequency and manner of the use of the Card to effect transactions via the ATM shall be

determined by BSN from time to time.

12.4 If the Card is used at an ATM to operate the Cardmember's Other Accounts the use of the Card on the Cardmember's Other Accounts shall also be subject to BSN's prevailing terms and conditions governing the Cardmember's Other Accounts.

13. CASH ADVANCE

13.1 Cash advance is a service offered by BSN to the Cardmember for cash advance via the ATM.

13.2 The Cardmember may obtain Cash Advances in such amount as may be permitted by BSN, from time to time by the following means:-

(a) presenting the Card at any BSN branch or any of the Member Banks together with the evidence of identity and signing the necessary transaction record;

(b) use of the Card at any ATM at any BSN branch or any other bank or institution with whom BSN has an arrangement(s) for the use of the ATM of the said bank or institution (in which case the amount of each Cash Advance will be further subject to the applicable daily withdrawal limit of such ATM); or

(c) for all out of country transactions via ATM and/or any of the Member Banks whereupon the exchange rates and/or the transactions fees (if applicable) imposed for such Cash Withdrawals shall be the prevailing exchange rates and/or transaction fees determined by BSN from time to time. The Cardmember shall be fully responsible for ensuring that such transactions shall not violate the laws existing in the country where the transactions are carried out.

13.3 A cash advance fee shall be charged on the amount of each cash advance at the rate of 5% of the amount drawn, subject to a minimum of RM10 (or such other amount or rate as determined by BSN from time to time). The cash advance fee shall be debited to the Card Account at the date of the cash advance.

13.4 In addition to the cash advance fee, a Finance Charge will be imposed at the rate of 1.5% per month, which is equivalent to 18% per annum (rate as determined by BSN from time to time) and calculated on a daily basis from the date the cash advance is made until full payment is received and credited into the Card Account.

13.5 Notwithstanding the Credit Limit, the Cardmember is only allowed to use the Card for any Cash Advance provided the amount of the Cash Advance does not exceed seventy five percent (75%) of the available Credit Limit or such other limit as determined by BSN from time to time.

13.6 The Cardmember may request BSN to transfer funds from his Card Account (if any) to any of his other accounts with BSN. In addition to the foregoing, the Cardmember irrevocably authorizes BSN to debit and transfer funds from his Card Account to any of his other accounts with BSN to honour cheques,to settle any debit transactions and/or generally to place such account into funds where such account has insufficient funds. BSN may (but shall not be obliged to) transfer funds as aforesaid. Funds transferred pursuant to this clause will be treated as a cash advance by BSN to the Cardmember.

14. CREDIT LIMIT

14.1 The Cardmember shall not exceed the Credit Limit and shall make good any excess thereof immediately upon receipt of the Statement and/or to such other notices by BSN showing such excess. The Cardmember further undertakes not to affect any purchases or transactions within or outside Malaysia which may cause the Credit Limit to be exceeded in aggregate. Any transaction in excess of the Credit Limit will be declined. In amplification and not in derogation of the aforesaid, BSN is not duty bound in any way whatsoever to ensure that the Credit Limit is not exceeded by the Cardmember.

14.2 Where Supplementary Card(s) have been issued, and where a prescribed Credit Limit is assigned and

is made known to the Cardmember, such prescribed Credit Limit shall constitute the Credit Limit common to and shared by all the aforementioned Cards in aggregate.

14.3 BSN shall obtain the Cardmember's acceptance before any increase in Credit Limit. Notwithstanding the aforesaid, BSN reserves its right to reduce the Credit Limit due to the Cardmember's poor credit performance and/or difficulty in meeting repayments and/or any other circumstances that BSN deems fit.

14.4 Notwithstanding the aforesaid, the Cardmember shall remain and be liable for all his liabilities including but not limited to all purchases, Cash Advances and transactions exceeding such Credit Limit which constitute overlimit indebtedness arising from any of the following circumstances:-

(a) Stand-in processing transactions involving payment network authorization services utilized when BSN's authorization system is unavailable; or
(b) Transactions posted or debited after a delay, including offline merchant processing; or
(c) Profit charges, fees, and other charges imposed by BSN; or
(d) Technical glitches, system lapses, or operational errors; or
(e) Any other event, transaction, or adjustment resulting in the Facility Limit being exceeded.

In the occurrence of any of the circumstances above, the Cardmember shall regularise the account by settling the overlimit amount in accordance with Clause 21.1(a)(iv) or upon demand by BSN.

14.5 The Cardmember shall not be entitled under any circumstances to demand that the prescribed Credit Limit or the unutilised prescribed Credit Limit be made available by BSN for the Cardmember's use. BSN shall not be under any obligation either at law or in equity to make or continue to make available the prescribed Credit Limit or the unutilised prescribed Credit Limit for utilisation by the Cardmember.

14.6 The availability or continuation of the prescribed Credit Limit extended to the Cardmember is subject to reviews which may be undertaken by BSN from time to time or at any time.

14.7 In addition and without prejudice to any of BSN's other rights contained in this Agreement, following BSN's aforementioned review BSN shall give seven (7) working days notice to the Cardmember and without any obligation whether at law or in equity to give any reasons therefore to vary or amend the prescribed Credit Limit of the Cardmember, particularly if there is a reduction in the prescribed Credit Limit.

14.8 BSN may (but shall not be obliged) at any time and from time to time contact the Cardmember to validate a transaction carried out on the Card as a measure to prevent any possible unauthorised use of the Card. In the event that BSN is unable to contact the Cardmember, BSN may (but shall not be obliged) decline the transaction without liability to BSN. In the event BSN permits the transaction to be carried out, the Cardmember shall remain liable for the charges and/or debts incurred and/or monies withdrawn.

14.9 The Principal Cardmember may at any time request BSN to increase or reduce the Credit Limit by submitting a request or completed application form, accompanied by such supporting income documentation as BSN may require (in the case of a Credit Limit increase request), through any channel designated by BSN from time to time Any such request shall be subject to credit assessment and BSN's sole discretion to approve, reject, or grant a lower limit than requested.

15. STATEMENT OF CARD ACCOUNT

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

15.2 Upon receipt of the Statement, the Cardmember is deemed to have examined all entries in the

Statement.

15.3 The Cardmember hereby expressly covenants and undertakes with BSN that the Cardmember shall notify BSN of any error, discrepancy or inaccuracy of any kind whatsoever in the Statement within fourteen (14) Calendar Days from the date that the Cardmember receives or is deemed to have received the Statement.

15.4 If the Cardmember does not notify BSN of any error, discrepancy or inaccuracy of any entry in the Statement then the Cardmember shall be deemed to have accepted the entries contained therein as correct and as final and conclusive and shall be binding on the Cardmember. The Cardmember shall thereafter be precluded from making any claims against BSN by alleging that the said Statement contains any error, discrepancy or inaccuracy.

15.5 BSN shall not be obliged to furnish the Cardmember with any Statements, or copies of such Statements or sales draft or other records of transactions which relate to transactions which have occurred more than twelve (12) months from the date of the Cardmember's request.

15.6 Notwithstanding the minimum payment due and the Payment Due Date, the whole of the Outstanding Balance on the Card Account including the Finance Charges, fees, Late Payment Charges and any unpaid excess amount over the Credit Limit, shall become immediately due and payable upon the occurrence of any of the following events:

(a) termination of the use of the Card-i by BSN or the refusal of BSN to issue a replacement Card-i; or

(b) termination of the use of the Card-i by the Cardmember or the Cardmember's failure to renew the Card-i; or

(c) failure or default by the Cardmember to settle the excess amount incurred over the approved Credit Limit.

15.7 Upon the termination of the use of the Card and the Card Account, the Finance Charge 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 Cardmember and BSN that all the provisions contained herein shall continue in full force and effect notwithstanding the termination of the use of the Card. After termination of the use of the Card, BSN may continue to debit further monies (including but not limited to the Finance Charges and other fees and charges provided herein) to the Card Account and such further monies debited shall also become due and payable immediately.

16. FINANCE CHARGES

16.1 BSN shall impose Finance Charge on the Cardmember's Outstanding Balance as permitted under Bank Negara Malaysia's Credit Card Guidelines (or such other guidelines which are issued from time to time) subject to the types of Card and current fees, which can be referred in the Product Disclosure Sheet at BSN's Website.

16.2 The Cardmember will not be charged with any Finance Charges during the "Interest Free Period" for at least twenty (20) calendar days commencing from the date of the current month's Statement where such Retail Transactions are posted to the Card Account. For those Cardmembers who have not fully settled the preceding month's Outstanding Balance, they will not enjoy the "Interest Free Period" as aforesaid.

16.3 Finance Charge is imposed on the Outstanding Retail Transaction Balance that is not paid after the Payment Due Date. The Finance Charge will be calculated from the day the transactions were posted until full payment is received and credited in the Card Account.

17. LATE PAYMENT CHARGES

17.1 In the event of any delay in payment of any sum due and payable to BSN, the Cardmember shall be liable to pay to BSN a Late Payment Charge not exceeding 1% of total Outstanding Balance as at

Statement date, up to a maximum of RM100, or at any rate as may be approved by Bank Negara Malaysia from time to time. This Late Payment Charge shall be payable before, as well as after any court order or judgment is recorded. If the Payment Due Dates fall on a weekend or a public holiday, BSN shall grant the Cardmember a grace period of four (4) Calendar Days after Payment Due Date.

17.2 Upon the termination of the use of the Card, a Late Payment Charge will continue to be charged in the Card Account until the settlement of the total Outstanding Balance.

18. FEES AND CHARGES

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

(a) Annual fee	Refer to Card PDS.
(b) Cash Advance Fee*	Refer Clause 13.2
(c) Finance Charges	• Refer Clause 17.2 for Retail Transactions • Refer Clause 14.3 for Cash Advances
(d) Late Payment Charges	Refer Clause 17.1
(e) Sales Draft Retrieval Fee*	RM5 per copy (photocopy) and RM15 per original copy in relation to any request by the Cardmember for a duplicate copy of the Sales Draft.
(f) Legal Fee	Costs and other expenses which may be incurred by BSN in the enforcement of BSN's rights and entitlement under this Agreement and the recovery of all or any part of monies owed by the Cardmember to BSN in the Card Account.
(g) Replacement Card Fee	RM50 for second and subsequent replacement Card issued (first time replacement shall be free of charge).
(h) Additional Card Statement Fee*	RM5 for each additional Card Statement request by the Cardmember.
(i) Conversion For Overseas Transactions	Refer Clause 11.3
(j) Services Tax	• Principal Card – RM25 annually per card • Supplementary Card – RM25 annually per card
(k) Stamp duty for BSN SSP/BSN Term Deposit pledging	RM5 for every RM1,000 credit limit approved.
(l) Other fees and charges	Shall be imposed by BSN from time to time for the Services and facilities rendered to the Cardmember.

*These fees and charges are subject to 8% Service Tax in accordance with the Service Tax Act 2018.

19. CHANGES IN FEES AND OTHER CHARGES

19.1 In amplification and not in derogation of BSN's rights contained in other terms and conditions of this Agreement, BSN shall communicate to the Cardmember by methods stipulated in Clause 19.2 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 Finance Charges, Late Payment Charges, minimum payment due, fees and other charges, and any other applicable fees or levies provided for herein.

19.2 The Cardmember agrees that BSN shall be entitled to adopt any one or more of the following manner or methods of communication concerning changes in Finance Charges, Late Payment Charges,

minimum payment due, fees and other charges, and any other applicable fees or levies including the effective date of any such change provided that such variation may not take effect retrospectively:-

(a) by posting a notice in the premises of BSN 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 Cardmember by way of an ordinary or registered post; and/or

(e) by sending notice of such changes and its effective date of change by short message service ("SMS") or electronic mail to the Cardmember or by posting the notice of such changes and its effective date of change on BSN Website.

19.3 The communication made by BSN hereunder shall be deemed to have been received by or communicated to the Cardmember:-

(a) on the date of posting of the notice in the premises of BSN or its Branch offices if communication is made or effected by BSN in accordance with the provision of Clause 19.2(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 19.2(b) above; and/or

(c) three (3) Calendar Days after the date of posting of the Statement of Account to the Cardmember if communication is made or effected by BSN in accordance with the provision of Clause 19.2(c) above; and/or

(d) three (3) Calendar Days after the date of posting of the notice to the Cardmember by ordinary or registered post if communication is made or effected by BSN in accordance with the provision of Clause 19.2(d) above; and/or

(e) on the notice of such changes are sent by SMS or electronic mail to the Cardmember or the date such notice of changes are posted to the BSN Website in accordance with the provision of Clause 19.2(e) above.

20. PAYMENT BY BSN TO AUTHORISED MERCHANTS

20.1 BSN shall be entitled to pay immediately an amount for which a claim or demand has been made at any time on the Services provided without any reference to or further authority from the Cardmember. BSN shall not be under any duty to investigate or enquire on behalf of the Cardmember whether any claim or demand from the Authorised Merchants for the payment on behalf of the Cardmember has been properly made notwithstanding that the Cardmember may dispute the validity of such claim or demand.

20.2 The liabilities of the Cardmember shall be in no way prejudiced, affected or dismissed by the fact that BSN was or might have been justified in refusing payment of any amount claimed or demanded under the services. Accordingly, it shall not be a defence to any demand made by BSN against the Cardmember under this Agreement nor shall any of the Cardmember's obligations hereunder be affected or impaired by the fact that BSN was or might have been justified in refusing payment, in whole or in part, of the amounts so claimed or demanded under the Services.

21. PAYMENT

21.1 Upon receipt of the Statement, the Cardmember shall pay to the Card Account as follows:-

(a) The minimum Payment Due will include:

(i) 5% of Current Balance **

(ii) 100% of Monthly Instalment Amount *** (if any)
(iii) 100% of Past Due Amount (if any)
(iv) Amount exceeding Credit Limit (if any)

OR RM50 whichever is higher.

** Current Balance = Service Tax + Retail Transaction (if any) + Cash Advance amount (if any) + Finance/Profit Charges and/or Late Payment Charges and any other applicable fee and charges (if any). ***Applicable to NEW BSN Balance Transfer Programme, BSN Easy Cash Plan, BSN 0% Easy Pay Plan, BSN Instalment-Pay Plan and other instalment plans available from time to time approved from 2nd October 2019 onwards.

21.2 Where the Cardmember does not make payment of the Outstanding Balance (other than any Cash Advance) in full by the Payment Due Date, then BSN shall be entitled to charge the Cardmember and the Cardmember shall be liable to pay the Finance Charges as described in Clause 16 of this Agreement.

21.3 The Cardmember will not be charged any Finance Charges during the "Interest Free Period" from the Statement date if the Cardmember has paid the full amount of previous month's Statement Retail Transaction(s). If the Cardmember opts to pay partial or minimum payment of previous Statement, the Finance Charges on the Cardmember's unpaid Retail Transaction will be calculated from the day the transactions are posted to the Card Account.

21.4 If the Cardmember fails to pay to BSN an amount equal to or more than the minimum payment due above by the Payment Due Date, then, without prejudice to BSN's other rights herein contained in this Agreement, BSN shall also be entitled to charge the Cardmember and the Cardmember shall be liable to pay Late Payment Charge as described in Clause 17 of this Agreement.

21.5 Any payment made by the Cardmember to the Card 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.

21.6 The Cardmember undertakes that the Cardmember shall make satisfactory arrangement for payments/repayments of the Card Account in accordance with the Terms and Conditions of this Agreement at all times, including without limitation to the times when the Cardmember is absent abroad.

22. APPLICATION OF PAYMENTS

22.1 All payments to BSN must be made in the billing currency. Payments by the Cardmember to BSN shall not be considered to have been made until the relevant funds have been received 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 Account or exercise its right of set-off as BSN deems fit. Payments made by the Cardmember to BSN whether by direct debit from the Cardmember's Other Accounts or otherwise will be applied to settle those balances attracting the highest interest first (and in the case of same interest rate, 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, interest charge and fee for Cash Advance; and

(b) in or towards repayment of all principal amount and interest charge for Retail Transactions; and

(c) in or towards repayment of all other fees and charges (e.g. annual fee, late payment fee, legal fee and etc) in such order and/or such other manner as BSN may at its sole and discretion deem fit.

22.2 BSN is irrevocably authorised (but not obliged) to transfer payments from one Card Account to another Card Account (for all accounts within the same Principal Cardmember) to regularize any outstanding arrears in the other accounts.

23. WAIVER

23.1 BSN's acceptance of late payments or partial payments or cheques or money orders marked as payment in full or waiver by BSN of its rights or indulgence to the Cardmember shall not operate to prevent BSN from enforcing any of its rights under this Agreement to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of this Agreement in any respect.

23.2 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.

23.3 Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on its part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

24. PAYMENT BY CHEQUES

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

25. PREPAYMENT

25.1 In the event the Cardmember pays BSN any amount exceeding the Outstanding Balance ("prepayment"), BSN may at any time be entitled to verify the source of the funds of the prepayment. Subject to BSN having satisfied itself with the verification, BSN, without any prejudice to any other right of BSN under this Agreement, may apply the prepayment towards the Cardmember's payment obligation for purchases and transactions effected by the Card. 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 and/or decline any transaction attempted on the Card by the Cardmember after the prepayment; and

(b) any sum standing to the credit of the Card Account as a result of the prepayment shall not be refundable to the Cardmember.

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

26. TELECOMMUNICATION INSTRUCTIONS

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

(a) change of mailing address; or

(b) reporting of lost Card; or
(c) replacement of lost or damaged Cards; or
(d) changes in Credit Limit; or
(e) other transactions which may be determined by BSN from time to time.

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

26.3 Notwithstanding Clauses 26.1 and 26.2 above, BSN may request for a written confirmation from the Cardmember of the Cardmember's instructions prior to implementing the same.

26.4 BSN shall not be liable or responsible to the Cardmember for any loss or damage however caused or suffered by the Cardmember in following or omitting to follow any or all of the instructions set out in Clause 26.1.

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

26.6 The Cardmember further authorises BSN to act on his instruction given by facsimile or other means of telecommunication and any request made by the Cardmember to an Authorised Merchants or a provider of service for the supply of goods and/or services to be charged to the Card shall constitute authority for BSN to debit the relevant Card Account with such amount charged. The Cardmember hereby irrevocably agrees to indemnify BSN for all actions, claims, losses, liabilities or damages suffered by BSN in agreeing to act on the Cardmember's verbal, faxed or telecommunicated instructions.

26.7 BSN is irrevocably authorised (but not obliged) to contact and/or notify the Cardmember by electronic mail, telephone or SMS whereby text or other electronic messages or information are sent to the Cardmember's e-mail address or mobile phone number on record with BSN or such other e-mail address or number which BSN deems appropriate. Information sent by electronic mail or by SMS may consist of such information as BSN deems appropriate and may include (but 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 Cardmember.

26.8 The Cardmember shall be fully responsible for the security and safekeeping of the information he/she receives.

26.9 The Cardmember shall notify BSN immediately upon receiving short message service (SMS) transaction alert if the transaction was unauthorised.

26.10 The Cardmember shall notify BSN immediately in writing of change of mobile phone number. Failure to do so, BSN may continue to send SMS to the Cardmember notwithstanding the Cardmember's instructions. BSN shall not be liable to the Cardmember for any loss or damage (direct, indirect, special or consequential), loss of business or profits, or loss or damage of any nature suffered by the Cardmember arising from or occasioned by any:-
(a) malfunction or defect in the transmission of information for whatever reason;
(b) inaccuracy, incompleteness, delay or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
(c) wrongful, unauthorised or improper access to use or interpretation of the information transmitted; or
(d) claim for libel or slander arising from the transmission of any information.

27. TERMINATION AND/OR SUSPENSION OF THE CARD

27.1 The Card 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 and/or any of the Services thereby offered by giving thirty (30) calendar days prior notice to the Cardmember prior to the withdrawal, suspension and/or termination of the Card and/or any of the Services thereby offered as it deems fit and regardless of whether or not any event of default has occurred. It is further agreed that BSN is under no obligation whatsoever to reveal the reason for the termination or suspension of the use of the Card.

27.2 Without prejudice to or limiting BSN's rights as contained in the foregoing, BSN may withdraw, suspend and/or terminate the Card and/or any of the Services thereby offered immediately, upon the occurrence of any or more of the following events:-

(a) if the Cardmember fails or defaults in the payment of any sum of money payable, including but not limited to the minimum payment due, any amount in excess of the prescribed Credit Limit (as mentioned in Clause 14 hereinbefore), Finance Charges, Late Payment Charges, fees and 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;

(b) if the Cardmember 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 Cardmember to be observed and performed;

(c) if a petition for bankruptcy is presented or an order be made for any adjudicating and/or receiving order against the Cardmember;

(d) if a distress or execution or other process of a court of competent jurisdiction is levied upon or issued against any property of the Cardmember and such distress, execution or other process as the case may be is not satisfied by the Cardmember within twenty-one (21) calendar days from the date thereof;

(e) if the Cardmember furnished false information or data to BSN;

(f) if a receiver has been appointed in respect of the Cardmember's assets or any part thereof or a meeting, whether formal or informal, being called by the Cardmember's creditors, or any of them or if the Cardmember enters into any scheme of repayment or arrangement with any creditor or if the Cardmember goes to Agensi Kaunseling dan Pengurusan Kredit (AKPK) for assistance;

(g) if the Cardmember allows a judgement debt obtained against him to remain unsatisfied

(h) if in the opinion of BSN, the Card Account and/or the Cardmember's Other Accounts with BSN is or has not been operated satisfactorily or default of payment due thereunder have occurred;

(i) if an event or events has or have occurred or a situation exists which should or might in the opinion of BSN prejudice the ability of the Cardmember to perform his obligations under this Agreement;

(j) if the Cardmember becomes insane or dies;

(k) if the whereabouts of the Cardmember is unknown to BSN;

(l) if BSN is of the view that suspicious or abnormal transactions are being carried out on the Card and such suspension and/or termination is reasonably required to prevent fraudulent or unauthorised transactions;

(m) if the Cardmember is found to have breached any applicable laws or regulations with regard to the Cardmember's use of the Card; or

(n) if the Cardmember is found to be involved in illegal activities (including but not limited to illegal online betting).

27.3 Irrespective of the transaction date, the Cardmember shall continue to be liable for the usage of the

Card despite the return of the Card.

27.4 In the event the Card is terminated and/or suspended by BSN pursuant to this Agreement, the Supplementary Card shall also be terminated and/or suspended with immediate effect.

28. DISCLOSURE OF PIN, BOSS CODE, THEFT OR LOSS OF THE CARD

28.1 Save for as provided in this Agreement, the Cardmember shall be and shall remain to be liable to BSN for all goods and services supplied by any Authorised Merchants and all cash advances affected through the use of the Card whether or not such usage is authorised by the Cardmember.

28.2 The Cardmember shall be under a duty to use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card and to prevent the disclosure of the PIN, Card information and/or BOSS Code to any other person and the Cardmember shall indemnify and hold BSN harmless against any liability for loss, damage, costs and expenses (legal or otherwise) arising from the Cardmember's breach of such duty. The duty to use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card and to prevent the disclosure of the PIN, Card information and/or BOSS Code to any other person includes:-

(a) never allowing anyone else to use the Card;
(b) never writing the PIN on the Card or any item normally kept with the Card;
(c) never writing the PIN in a way which can be understood by someone else;
(d) never divulging / disclosing / sharing PIN, Card information and/or BOSS Code to anyone else;
(e) not letting the Card 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.

28.3 In the event of any loss and/or theft of the Card and/or disclosure of the PIN to any other person or third party, the Cardmember shall immediately notify BSN and report to the police of such loss and/or theft of the Card 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 Cardmember shall be and shall remain liable to BSN for any goods or services supplied by Authorised Merchants and Cash Advances effected by the use of the Card by any person before BSN's receipt of the Cardmember's written confirmation.

28.4 Cardmember will be liable for PIN based unauthorised card present transaction if the Cradholder has:

(a) acted fraudulently; or
(b) failed in notifying BSN soonest as reasonably practicable after having discovered the loss or unauthorised use of the Card; or
(c) voluntarily disclosed the PIN to another person; or
(d) recorded the PIN on the Card, or on anything that is kept close by with the Card.

28.5 Cardmember will be liable for unauthorised card present transactions which require signature verification or with a Contactless transaction, if the Cradholder has:

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

28.6 Cardmember will be liable for unauthorised card-not-present transactions, if the Cradholder has:

(a) acted fraudulently; and/or
(b) failed in notifying BSN soonest as reasonably practicable, upon Cardmember becoming aware of the unauthorised use of the Card; and/or

(c) deliberately or not deliberately disclosed the Card 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; and/or

(d) participated in disputed transaction, either directly or indirectly, as informed by the acquirer.

28.7 In the event that the Cardmember is not satisfied with BSN's decision in relation to any matter arising from this clause, the Cardmember may refer the dispute to the Ombudsman for Financial Services for resolution of the said dispute. When the lost or stolen Card is recovered, the Cardmember agrees not to use the Card which has been recovered and shall immediately return the same, cut in half, across the magnetic stripe and the chip to BSN.

28.8 BSN is not obliged to issue a replacement Card to the Cardmember following its loss or theft. If BSN decides to issue a replacement Card, it will be subject to the Replacement Card Fee stated in Clause 18.1 (or such amount as may be determined by BSN from time to time). BSN reserves the right not to replace the Card in the event of any reported subsequent loss or theft of the Card.

28.9 In the event that a replacement Card is issued, the whole Outstanding Balance and all other debit entries constituting the Outstanding Balance in the Card Account shall be transferred to the new Card Account.

29. RENEWAL OF THE CARD

29.1 Upon the expiry of the validity period of the Card, BSN may issue the Cardmember a new replacement Card which is valid for the same period as the preceding validity period, unless determined otherwise by BSN. However, BSN reserves its right to refuse to issue a new replacement Card without having to assign any reason whatsoever.

29.2 In the event a new Card is issued, the whole Outstanding Balance and all other debit entries constituting the Outstanding Balance in the Card Account shall be transferred to the new Card Account.

30. CARD ACCOUNT CLOSURE

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

31. RIGHT TO SET-OFF / CONSOLIDATION

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

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

32. LEGAL COSTS AND INDEMNITY

32.1 The Cardmember shall be liable to pay BSN and indemnify BSN against all legal costs (including but not limited to legal costs on a solicitor and client basis), charges and expenses which BSN may incur in enforcing or seeking to enforce this Agreement or in recovering any monies owed by the Cardmember to BSN. BSN may debit and/or set-off any monies from the Card Account and/or any of

the Cardmember's Other Accounts with BSN to settle any liabilities arising under this indemnity.

33. UNFORESEEN CIRCUMSTANCES *(FORCE MAJEURE)*

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

33.2 Any inability to meet a payment due by the Cardmember to BSN because of lack of funds will in no circumstances be treated as an event of force majeure. In the event that BSN is not able to furnish the Cardmember with the Statement pursuant to the provisions of this Agreement for any period of time, the Cardmember's liability for Finance Charges and other fees and charges shall nevertheless continue to accrue and for the purpose of computing the interest payable to BSN or establishing the due date for payment of the Finance Charges, other fees and charges and principal amount, BSN may select any day of the month as the monthly Statement date.

34. BSN NOT LIABLE FOR ACTS OF AUTHORISED MERCHANTS AND OTHER THIRD PARTIES

34.1 BSN shall not be responsible for the refusal of any Authorised Merchants or the Member Banks to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardmember by any Authorised Merchants. Any complaint by the Cardmember must be resolved directly with the Authorised Merchants or the Member Banks concerned and no claim against the Authorised Merchants or the Member Banks may be set-off or counter-claimed against BSN.

34.2 Furthermore the Cardmember agrees to be liable for the amounts incurred and will not withhold payment to BSN on account of any such complaint or under any circumstances. Goods and services obtained against the Card shall not be exchanged or returned for a cash refund but a credit voucher shall be issued by the Authorised Merchants for this purpose. Upon receipt of any credit voucher, BSN shall credit the same into the Cardmember’s Card Account. Unless the credit voucher issued is received by BSN, the Cardmember shall remain liable for the amount incurred.

34.3 In amplification and not in derogation of the aforesaid, BSN shall not for any reason be liable for damages suffered or loss incurred by the Cardmember under any circumstances whether or not such circumstances relate to or arise out of this Agreement including but not limited to non-acceptance for any reason whatsoever of the Card by Authorised Merchants, person or body non-acceptance by any bank or any Member Banks for Cash Advances, rejection of the Card by any ATM, non-renewal, restriction or cancellation of the Credit Limits or facilities, the listing of such Card 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.

35. AMENDMENTS

35.1 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 (unless stated otherwise) to the Cardmember from teh date such addition, deletion, alteration or amendment becomes effective. Notice of such additions or modifications or amendments and the effective date of the same may be communicated and effected by any one of the following means of communication:-

(a) by dispatching the notice to the 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 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 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 Cardmember or by posting the notice of such changes and its effective date of change on BSN Website.

35.2 Communication to the Cardmember by any one of the above modes of communication shall be deemed to have been received by or communicated to the Cardmember:
(a) on the day of delivery in the case where notice of the amendment is dispatched to the Cardmember by courier or hand;
(b) on the date of posting of the notice in the premises of BSN or its branch offices if communication is made or effected by BSN in accordance with the provision of Clause 35.1(b);
(c) on the date of first publication in any newspapers of BSN's choice if communication is made or effected by BSN in accordance with the provision of Clause 35.1(c);
(d) three (3) Calendar Days after the date of posting of the amendment in the Statement of Account to the Cardmember if communication is made or effected by BSN in accordance with the provision of Clause 35.1(d);
(e) three (3) Calendar Days after the date of posting of the notice to the Cardmember by ordinary or registered post if communication is made or effected by BSN in accordance with the provision of Clause 35.1(e);
(f) on the notice of such changes are sent by SMS or electronic mail to the Cardmember or the date such notice of changes is posted to the BSN's Website in accordance with the provision of Clause 35.1(f);
(g) on the date of posting of the notice on BSN's Website if communication is made or effected by BSN in accordance with the provision of Clause 35.1(g).

Such changes will apply on the effective date specified by BSN and will apply to all Outstanding Balance in the Card Account. Retention or use of the Card after the effective date of any change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardmember.

35.3 This Agreement (and all ancillary agreements as time to time amended by BSN) contain, and are intended as, a complete statement of all of the terms and arrangements between the parties 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.

36. SEVERABILITY

36.1 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.

37. DISCLOSURE OF INFORMATION AND PERSONAL DATA

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

37.2 The Cardmember 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 Cardmember:-

(a) to disclose the affairs or Card Account pursuant to Development Financial Institution Act 2002 and Personal Data of the Cardmember including but not limited address, telephone number or email address or make a record of the Cardmember's personal particulars submitted to BSN and any other information relating to the Card Account and the Cardmember's Other Accounts and the Card numbers of the new renewed or replaced Card and any other information relating to the use of the Card or any transaction effected or to be effected through the use of the Card and such other information or document whatsoever relating to the Cardmember's affairs or accounts (including the Statement of accounts in relation thereto) and any other credit facility which the Cardmember may have with BSN or other information as BSN deems fit to:-

(i) any person who has guaranteed or may guarantee or otherwise has provided security or may provide security in relation to the use of the Card;

(ii) any company, organisation, institution, association, credit bureau, credit agencies, financial institution or other entity which may be conducting a credit check on the Cardmember, the Central Credit Unit of Bank Negara Malaysia, Biro Maklumat Cek (BMC), Central Credit Reference Information System (CCRIS) or such other authority or body established by Bank Negara Malaysia, any other body or authority (governmental or otherwise) as BSN may deem fit under any applicable law, regulation, guidelines, regulatory requirement or directive (whether having the force of law or otherwise);

(iii) any person who BSN deems necessary for the purpose of recovering any monies due and owing from the Cardmember to BSN (including but not limited to debt collection agencies, its employees and agents); 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 Cardmember as it relates to the use of the Card by the Cardmember.

(b) to lodge reports (including police reports) and/or circulars and/or insert advertisements or publish or display notices (including any advertisements in any media) incorporating any or all of the Cardmember's personal particulars, particulars of his accounts relating to the Card (including but not limited to the Cardmember's accounts and financial status) which BSN may deem necessary for the purpose of recovering any monies due and owing from the Cardmember to BSN.

(c) to check the credit standing of an applicant for the Card and/or the Cardmember's personal particulars, dealings and credit standing with whatsoever companies, individuals, agencies, financial institutions or other bodies and to obtain therefrom such information as may be required by BSN, whether by way of oral communication or through documents.

(d) to disclose to the Principal and/or Supplementary Cardmember the information as referred to in sub- paragraph (c) above and any information which BSN deems fit concerning the Card Account and the Cardmember's Other Accounts and vice versa.

37.3 BSN hereby disclaims all liability to the Cardmember for any loss or damage (direct, indirect, special or consequential) of any nature or embarrassment suffered by the Cardmember arising from or occasioned by the disclosure of any information or interpretation or use of information disclosed unless they arise from and are caused directly by BSN's gross negligence or wilful default.

37.4 The Cardmember 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. 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.

37.5 The Cardmember acknowledges that the Cardmember has the right to withdraw the consent given earlier according to the process as stated in the Privacy Policy. However, the withdrawal of the Cardmember's consent may affect the services provided by BSN to the Cardmember. In such instances, BSN will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information by giving notice to the Cardmember.

38. FURTHER DOCUMENTS

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

39. SERVICE OF NOTICE

39.1 The Cardmember hereby irrevocably consents to the service of any notice under this Agreement or any court process or delivery of cheque, bank draft cashier's order or the Card or any other document or item by ordinary post or by hand or by courier service to the last known address of the Cardmember in BSN's record and such service and/or delivery shall be deemed effective three (3) calendar days after posting, if sent by post and at the time of delivery, if delivered by hand or courier. Service of court process may also be effected by any other manner permitted by the law.

39.2 The Cardmember must promptly notify BSN in writing of any changes in employment or business or address (office or residential) or if the Cardmember intends to be absent from Malaysia for more than thirty (30) calendar days in one stretch.

39.3 Pursuant to Clause 39.2 above, it is important for the Cardmember to promptly notify BSN of any changes mentioned in Clause 39.2 in order to ensure that BSN has the latest updated information of the Cardmember.

40. CERTIFICATE OF INDEBTEDNESS

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

41. CANCELLATION / SUSPENSION BECAUSE OF TERRORISM

41.1 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 shall be suspended, and thereafter the Card shall be suspended; and/or

(b) the Card or any part thereof shall be cancelled, whereupon the same shall be cancelled; and/or

(c) all or any principal amount, interest and other amounts whatsoever outstanding under the Card (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 Cardmember):-

(i) would or might render it inadvisable or impractical for BSN to make, maintain or fund the Card facility or to continue to do so or to allow any utilisation or further utilisation of the Card facility or to comply with any of its obligations under these terms and conditions; or

(ii) could or might affect the ability or willingness of the Cardmember to observe or comply with any obligation on the part of the Cardmember to be complied under these terms and conditions or make it improbable that the Cardmember would be able or willing to do so.

42. SUSPENSE ACCOUNT

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

43. AGENSI KAUNSELING DAN PENGURUSAN KREDIT (AKPK)

43.1 For any needs of financial counselling, the Cardmember is encouraged to approach AKPK which has been established by Bank Negara Malaysia to provide free services on money management, credit counselling, financial education and debt restructuring for individuals. AKPK can be reached at 03-26167766 or visit their website at www.akpk.org.my for more information on financial counselling.

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 Cardmember under this Agreement. Such appointment and authorisation must be made known to the Cardmember at least seven (7) working 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 Cardmember the impact on the Cardmember's rights and obligations after the Card Account has been transferred to a third party debt collection agency or sold to a third party.

44.3 Under specific circumstances where the Cardmember is not contactable, BSN is considered to have fulfilled the obligation if such notice has been sent to the last known address of the Cardmember at least seven (7) working days in advance.

44.4 It should be noted that BSN shall provide the Cardmember with the name and contact details of the appointed third party debt collection agency or the third party in which BSN has outsourced the collection of all and any sums due to BSN from the Cardmember.

45. SUCCESSORS

45.1 This Agreement shall be binding upon the heirs, personal representatives and successors-in-title of the Cardmember and on the successors-in-title and assigns of BSN. For the avoidance of any doubt, in this respect BSN shall only pursue a deceased Cardmember's estate for recovery of debt.

46. RECONSTRUCTION OF BSN

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

47. TIME OF THE ESSENCE

47.1 Time wherever mentioned shall be the essence of this 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 Cardmember waives any objections on the grounds of inconvenient venue or forum.

49. EXCLUSION OF LIABILITY

49.1 BSN shall not be liable to the Cardmember for any losses (including any loss of interest, expenses incurred, loss of contracts, profits or other consequential loss, whether direct or indirect) howsoever suffered (unless they arise from and are caused directly by BSN's gross negligence or wilful default) in relation to the 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 or any revocation, suspension or restriction of the use of the Card by the Cardmember.

50. DEVELOPMENT FINANCIAL INSTITUTIONS ACT 2002 (DFIA)

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

51. SUPERSEDING AGREEMENT

51.1 All previous agreements or arrangements, if any, made between BSN and the Cardmember, 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 BSN Website (or such other website which BSN may change from time to time by giving twenty one (21) calendar days notice to the Cardmember). 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 Cardmember confirms that he/she has read, understood and agreed to be bound by BSN Privacy Notice (which is available at BSN Website)and the clauses herein, as may relate to the processing of the Cardmember's personal information. For the avoidance of doubt, the Cardmember agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.

53.2 In the event the Cardmember provides personal and financial information relating to third parties, including information relating to the Cardmember's next-of-kin and dependents (where the Cardmember is an individual) or information relating to the Cardmember's directors, shareholders, officers, individual guarantors and security providers (where the Cardmember is a corporation), for the purpose of opening or operating the Cardmember's account(s)/facility(ies) with BSN or

otherwise subscribing to the BSN's Products and Services, the Cardmember:-

(a) confirms that he/she has obtained their consent or are otherwise entitled to provide this information to BSN and for BSN to use it in accordance with this agreement;
(b) agrees to ensure that the personal and financial information of the said third parties is accurate;
(c) agrees to update BSN in writing in the event of any material change to the said personal and financial information; and
(d) agrees to the BSN's right to terminate this Agreement should such consent be withdrawn by any of the said third parties.

53.3 Where the Cardmember instructs BSN to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime).

53.4 In instructing BSN and/or the BSN's agents to enter into any cross-border transaction on the Cardmember's behalf, the Cardmember agrees to the above said disclosures on behalf of the Cardmember and others involved in the said cross-border transaction.

53.5 BSN may use a credit reporting/reference agency to help make decisions, for example when BSN needs to:-

(a) check details on applications for credit and credit-related or other facilities;
(b) manage credit and credit-related accounts or facilities, including conducting reviews of the Cardmember's portfolio(s); and/or
(c) recover debts.

53.6 The Cardmember will be linked by credit reporting/reference agencies to any other names the Cardmember use or have used, and any joint and several applicants. BSN may also share information about the Cardmember and how the Cardmember manages his/her account(s) or /facility (ies) with relevant credit reporting/reference agencies.

53.7 Even after the Cardmember has provided BSN with any information, the Cardmember will have the option to withdraw the consent given earlier. In such instances, BSN will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility (ies) that is/are linked with such information.

53.8 BSN reserves the right to amend this clause from time to time and shall provide prior notification to the Cardmember in accordance with the agreement.

53.9 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 Credit Card 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 November 2026.
(v1.1 09/2026)