

By Clicking AGREE, I accept and declare the following terms:

1. I hereby give consent to Kenanga Investment Bank Berhad (“KIBB”) and Merchante Asia Sdn Bhd (“Merchantrade”) Insure to use my personal information for the purposes of carrying out the services hereto.
2. I agree to be bound by Merchante’s and KIBB’s term and conditions.
3. All information declared herein are true and complete and I hereby give consent to Merchante and KIBB to use and/or disclose my personal information declared herein to facilitate the service define as Top Up or any other services made available by Merchante and KIBB subject to Merchante’s Privacy Notice and the purposes set out in KIBB Data Privacy Notice (“Purposes”).
4. I agree to hold KIBB and Merchante harmless and indemnify Kenanga and Merchante for any loss, damage, costs and expenses in using and/or disclose my personal information declared herein to facilitate the service hereto.

(Additional Terms & Conditions for Kenanga Co-brand Card)

1. Definitions

“**Kenanga**” means Kenanga Investment Bank Berhad (Registration No. 197301002193), a co-brand partner of Merchante.

“**Kenanga Co-brand Card**” means the Merchante Money Visa Prepaid Card issued by Merchante bearing the logo of Kenanga Investment Bank Berhad and/or any other name, logo and /or trademark of Kenanga Investment Bank Berhad as may be determined by Kenanga.

“**Client’s Trading/Trust Account**” means a client trust account opened by the Cardholders with Kenanga Investment Bank Berhad or any of its subsidiaries within the Kenanga Group.

2. The term “Card” in the Cardholder T&Cs shall refer to the Kenanga Co-brand Card.
3. The terms in this Additional Terms and Conditions shall be form and constitute as part of the Merchante Money Visa Prepaid Card Agreement (hereinafter referred to as the “Cardholder T&Cs”) in relation to the use of the Kenanga Co-brand Card only.
4. As a prerequisite to the successful application for the Kenanga Co-brand Card, the Cardholder agrees to open a Client’s Trading/Trust Account with Kenanga (or any of its subsidiaries as determined by Kenanga) and the said Client’s Trading/Trust Account shall be a primary source for automatic Top-Ups subject to availability of excess funds above the minimum credit balance as determined by Kenanga from time to time.
5. Notwithstanding the provisions of Clause 7 to Clause 7.9 of the Cardholder T&Cs, all successful automatic Top-Up(s) of the Card is subject to the availability of any credit balances in the Cardholder’s Client’s Trading/Trust Account and records of Kenanga.

6. For the purpose of automatic Top-Ups (if selected by Cardholder) Cardholder hereby authorises Kenanga to debit his/her Client's Trading/Trust Account. To ensure that an automatic Top-Up(s) is successful, Cardholder must ensure that there is sufficient balance and Kenanga reserves the right to reject any automatic Top-Ups in the event of insufficient available balances in the Cardholder's Client Trading/Trust Account .
7. If a successful Top-Up of the Card causes the Cardholder's Client Trading/Trust Account to be overdrawn, exceed any limit imposed by Kenanga or required an advance to be made by Kenanga, Kenanga shall be entitled to impose additional fees or charges on the Cardholder. In addition, the Cardholder undertakes and agrees to indemnify Kenanga for any overdrawn amount or excess amount advanced by Kenanga towards the Top-Up of the Card, from and against all actions, demands, losses, damages, costs, charges, and/or expenses which Kenanga may sustain, incur and/or be liable in consequence of, attribute to or arising from Kenanga performing the aforesaid automatic Top-Up(s).
8. Notwithstanding the above, an attempt to Top-Up the Card may be unsuccessful in the event there is an insufficient balance in the Cardholder's Client's Trading/Trust Account and Kenanga shall not be held liable for any unsuccessful Top-Up for this reason.
9. Notwithstanding any other provisions of the Cardholder T&Cs, the Cardholder agrees to hold Kenanga harmless and indemnify Kenanga for any loss, damage, costs and expenses (including costs on a solicitor and client basis), fees and charges, postage or courier costs, and any other expenses or charges which Kenanga may incur in (i) allowing (or attempting to allow) Top-Ups from the Cardholder's Client Trading/Trust Account thereof , (ii) Cardholder's breach of the Cardholder Terms and Conditions including these Additional Terms and Conditions and (iii) and in enforcing its rights under this Agreement against the Cardholder .
10. The Cardholder shall handle any claim or dispute directly with Merchants, Merchantrade or member institution of Visa and undertakes not to withhold any payment due to Kenanga on account of such claim or dispute or under any circumstances whatsoever.
11. Kenanga shall not be liable for any loss or damage caused to the Cardholder arising from any act or omission of any Merchant, Merchantrade or member institution of Visa, howsoever caused, including but not limited to any retention of and/or refusal to honour the Card or any statement, representation, or communication made by such Merchant, Merchantrade or member institution of Visa or any defect or deficiency in any goods purchased or services rendered.