

ADDITIONAL TERMS AND CONDITIONS

AFFIN MERCHANTRADE PREPAID CARD

This AFFIN Merchanttrade Prepaid Card Additional Terms and Conditions (“Terms and Conditions”) shall form and constitute an integral part of the Merchanttrade Money Visa Prepaid Card Agreement (“Cardmember T&Cs”) in relation to the use of the AFFIN Merchanttrade Prepaid Card (“Card”). It is important for the Cardmember to read carefully and understand the Terms and Conditions printed below before using the Card.

1. DEFINITIONS

1.1 In this Terms and Conditions, the words and phrases referred to below are defined as follows:

“**Authorised Merchant**” shall mean any retail or other person, firm or corporation which pursuant to a merchant agreement agrees to accept or cause its outlets to accept the card when properly presented.

“**Bank**” shall mean Affin Bank Berhad which is inclusive of its successors in title and assigns.

“**Card**” means the AFFIN Merchanttrade Prepaid Card issued by Merchanttrade bearing the logo of the Bank and/or any other name, logo and /or trademark of the Bank as may be determined by the Bank offered to Cardmembers.

“**Cardmember**” means the person to whom the card is issued and whose name is embossed on the card and whose signature appears on it as an authorized user of the card.

“**Customer**” means Cardmember who has any deposit accounts/product/services with the Bank.

2. ADDITIONAL TERMS AND CONDITIONS

2.1 The Bank shall not be responsible and / or liable nor shall it accept any form of liability whatsoever nature and howsoever arising or suffered by the Cardmember resulting directly or indirectly from the Cardmembers’ use of the Card or otherwise unless such loss, damage or injury is caused by the Bank’s fault, negligence or misconduct. Furthermore, the Bank shall not be liable for any default of its obligation under this Terms and Conditions due to any force majeure event which include but not limited to act of God, war, riot, lockout, industry action, fire, flood, drought, storm, pandemic, epidemic or any event beyond the control of the Bank.

2.2 The Bank shall not be liable for any loss, or damage cause to the Cardmember(s) arising from any act or omission of any Authorised Merchant, Merchanttrade 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 Authorised Merchant, Merchanttrade or member institution of Visa or any defect or deficiency in any goods purchased or services rendered. It will be direct arrangement / settlement between the Cardmember and the Merchant or Merchanttrade or member institution of Visa without any resource to the Bank for any dispute in relation to goods purchased or services rendered or any terms and conditions in respect thereof. Merchanttrade as the e-money issuer shall remain liable to all Cardmember(s) on all e-money issued.

2.3 Any application / registration / use of the Card is subject to Merchanttrade’s internal assessment, approval and its terms and conditions thereof. Merchanttrade retains sole discretion to decline any application for the Card without assigning any reason(s) thereto. It will be direct arrangement / settlement between the Cardmember and Merchanttrade without any recourse to the Bank for any appeal or complaint in relation to application / registration / use of the Card.

2.4 In the event of termination or expiry of the agreement between the Bank and Merchante pursuant to the Co-Brand Visa Prepaid Card collaboration, where the announcement shall be made via the Bank's or Merchante's website or other proper channels, the Cardmember may use the Card for a period of three (3) months after the date of termination or expiry ("Post Termination or Expiry Period"). After the Post Termination or Expiry Period, the Cardmember will no longer be able to use the Card or any services in relation to the Card. The Cardmember may contact the Bank's Contact Center at +603-8230 2222 or Merchante's customer service at +603 8313 8606 or 1-300-88-8606 (9am-12am daily, including weekdays and public holidays) for any assistance or enquiries in relation to the termination or replacement of the Card.

3. LAW

3.1 This Terms and Conditions shall be governed by and construed in accordance with the Laws of Malaysia. The Cardmember hereby agrees to submit to the jurisdiction of the Courts of Laws in Malaysia.

4. OTHER TERMS AND CONDITIONS

4.1 The Terms and Conditions herein stated shall be in addition to and not in derogation of any specific agreement or arrangement between the Cardmember and Merchante.

4.2 The Generic Terms and Conditions applicable for all deposit accounts/products/services ("Generic Terms and Conditions") shall at all-time be applicable to the Customer. The Generic Terms and Conditions are available at www.affinonline.com. In the event of any inconsistency or discrepancy between the Generic Terms and Conditions and this Terms and Conditions, this Terms and Conditions shall prevail to the extent of such inconsistency or discrepancy only.

4.3 The Bank reserves the rights, upon giving reasonable notice, to amend this Terms and Conditions by giving twenty (21) days prior notice to the Cardmember. Any amendments to this Terms and Conditions will be notified to the Cardmember via www.affinonline.com or through the Bank branches.

4.4 The Cardmember agrees that his / her continued subscription / use of the Card shall constitute their acceptance of this Terms and Conditions including any amendment or variations made thereof. The Cardmember agrees to access the Bank's website at regular time intervals to view the Terms and Conditions and ensure to be kept up-to-date on any change or variation to the Terms and Conditions.

4.5 This Terms and Conditions, including any amendments, deletions or additions, shall prevail over any provisions or representations contained in any other promotional materials advertising the Card.

4.6 In the event of any inconsistency or discrepancy between this Terms and Conditions and the Cardmember T&Cs, the Cardmember T&Cs shall prevail to the extent of such inconsistency or discrepancy only.

4.7 The Cardmember is reminded to read and understand this Terms and Conditions. In the event there are any Terms and Conditions that the Cardmember does not understand, the Cardmember is hereby advised to discuss further with the Bank's representative, staff or agent.