

KIBB TERMS

1. Kenanga Co-Brand Card is subject to additional terms and conditions (collectively referred hereafter as “**KIBB Terms**”) as follow:-
 - 1.1 The terms and conditions in this KIBB Terms shall form and constitute an integral part of the Merchante Trade 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.
 - 1.2 As a prerequisite to the successful application for the Kenanga Co-brand Card, the Cardholder(s) agrees to open a CCTA with KIBB (or any of its subsidiaries as determined by KIBB) and the said CCTA shall be a primary source for automatic Top-Up(s) of the Card subject to availability of excess funds above the minimum credit balance as determined by KIBB from time to time.
 - 1.3 Notwithstanding the provisions of Clause 7.1 to Clause 7.8 of the Cardholder T&Cs, all successful automatic Top-Up(s) of the Card from the Cardholder(s) CCTA is subject to the availability of any credit balances in the Cardholder’s CCTA in KIBB’s records.
 - 1.4 For the purpose of automatic Top-Up(s) (if selected by Cardholder) from the Cardholder(s) CCTA, Cardholder hereby authorises KIBB to debit his/her CCTA. To ensure that an automatic Top-Up(s) is successful, Cardholder(s) must ensure that there is sufficient balance in his/her CCTA. KIBB reserves the right to reject any automatic Top-Up(s), in the event of insufficient available balances in the Cardholder’s CCTA.
 - 1.5 If a successful Top-Up(s) of the Card will cause the Cardholder’s CCTA to be overdrawn, exceed any limit imposed by KIBB or required an advance to be made by KIBB, then KIBB shall be entitled to impose additional fees or charges on the Cardholder(s). In addition, the Cardholder(s) undertakes and agrees to indemnify KIBB for any overdrawn amount or excess amount advanced by KIBB towards the Top-Up(s) of the Card, from and against all actions, demands, losses, damages, costs, charges, and/or expenses which KIBB may sustain, incur and/or be liable in consequence of, attribute to or arising from KIBB performing the aforesaid automatic Top-Up(s).
 - 1.6 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 CCTA, KIBB shall not be held liable for any unsuccessful Top-Up(s) for any reason.
 - 1.7 Notwithstanding any other provisions of the Cardholder T&Cs, the Cardholder(s) agrees to hold KIBB harmless, and indemnify KIBB 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 KIBB may incur in (i) allowing (or attempting to allow) Top-Up(s) from the Cardholder’s CCTA thereof, (ii) Cardholder’s breach of the Cardholder T&Cs including KIBB Terms and (iii) and in enforcing its rights under this KIBB Terms against the Cardholder(s).

1.8 Merchantrade as the e-money issuer shall remain liable to all Cardholder(s) on all e-money issued. The Cardholder(s) shall handle any claim or dispute directly with Merchants, Merchantrade or member institution of Visa, and undertakes not to withhold any payment due to KIBB on account of such claim or dispute or under any circumstances whatsoever.

1.9 KIBB shall not be liable for any loss or damage caused to the Cardholder(s) 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.

1.10 In this KIBB Terms, where the context admits:

- “Kenanga” or “KIBB”** : means Kenanga Investment Bank Berhad (Registration No. 197301002193), a co-brand partner of Merchantrade
- “Kenanga Co-brand Card”** : means the Merchantrade Money Visa Prepaid Card issued by Merchantrade bearing the logo of KIBB and/or any other name, logo and /or trademark of KIBB as may be determined by KIBB.
- “Card”** : refers to the Kenanga Co-brand Card.
- “Cardholder(s)”** : refers to the holder of the Card.
- “Client’s Trading/Trust Account” or “CCTA”** : means a client trust account opened by the Cardholder(s) with KIBB or any of its subsidiaries within the Kenanga Group.
- “Top-Up” or “Top-Up(s)”** : means the reload amount that shall initiate into the Cardholder(s) Card upon Merchantrade receiving instructions proper from KIBB for such purposes.

I have read and understood the terms and conditions in the KIBB Terms and I hereby agree:

- (a) that all the information declared herein are true, correct and complete;
- (b) to be bound by the terms and conditions of Merchante Money Cardholders(s) terms and conditions including any subsequent changes thereto;
- (c) to be bound by the KIBB Terms and Conditions including any subsequent changes thereto;
- (d) and consent to the use of my personal data declared herein by Kenanga Investment Bank Berhad ('KIBB') for the purposes of: - (i) CCTA opening; and (ii) transferring of such data to Merchante Asia Sdn Bhd ('Merchante') to facilitate Top-Up(s) to my Card (as defined under the KIBB Terms). I, further agree and consent to such use and disclosure of my personal data in accordance with KIBB's Privacy Notice and Merchante's Privacy Notice respectively (as applicable) posted at www.kenanga.com.my/pdpa/ and www.mtradeasia.com.