

OCBC CARDMEMBER'S AGREEMENT

In consideration of OCBC Bank (Malaysia) Berhad [Company No.295400-W] (hereinafter called "the Bank") agreeing to issue the Credit Card (as hereinafter defined) to the individual named (hereinafter called "Cardmember") on the Credit Card at the Cardmember's request, the Cardmember hereby agrees, covenants and undertakes that signing on and/or use of the Credit Card shall constitute acceptance by the Cardmember of the following terms and conditions:

1. DEFINITIONS

1.1 In this Agreement:

- a) The expression "the Bank" shall include offices and branches of OCBC Bank (Malaysia) Berhad [Company No. 295400-W] within and outside Malaysia.
- b) The expression "OCBC Credit Card" or "Credit Card" shall where the context so admits refer to any one or more MasterCard, Visa card and/or any other card issued from time to time by the Bank to the Cardmember under the categories of Platinum, Gold or Classic or such other categories which the Bank may introduce or replace from time to time and shall include affinity, co-branded and contactless cards issued in affiliation or association with any third party and/or cards issued under any product or select name or reference.
- c) The expression "Credit Cards Department" shall mean the Bank's Credit Cards Department located at OCBC Bank (Malaysia) Berhad, Credit Cards Department, Level 15, Menara OCBC, 18 Jalan Tun Perak, 50050 Kuala Lumpur and/or such other place as the Bank may from time to time notify to the Cardmember.
- d) The expression "Cardmember" shall mean the person to whom the Credit Card is issued by the Bank and shall where the context so admits include a Supplementary Cardmember.
- e) The expression "Supplementary Cardmember" shall mean any one or more supplementary cardmember to whom a separate Credit Card (hereinafter called "Supplementary Credit Card") is issued upon the joint request of himself and the Cardmember.
- f) The expression "the Credit Card Account" shall mean any one or more account of the Cardmember with the Bank opened in relation to the Credit Card issued from time to time by the Bank to the Cardmember pursuant to this Agreement.
- g) The expression "monthly statement" shall mean any one or more monthly statement issued by the Bank to the Cardmember in relation to the Credit Card Account opened pursuant to this Agreement.
- h) The expression "Charging Privileges" shall mean the privileges conferred on the Cardmember pursuant to Clause 4 hereof.

- i) The expression “merchants” shall include all merchants and other persons supplying goods and/or services.
- j) The expression “Line of Credit” shall mean the financial facility granted by the Bank in addition to the Credit Card Account, the amount of which is that specified in the Cardmember’s monthly statement.
- k) The expression “Supplementary Monthly Monitoring Limit” shall mean the limit of amount (if any) as specified by the Cardmember for the monthly utilisation by each Supplementary Cardmember of his Supplementary Credit Card in respect of Charging Privileges and/or cash advances.
- l) The expression “cash advances” or “cash withdrawals” shall include cash advances made at the counters of banks in Malaysia and other banks accepting the Credit Card outside Malaysia and at the automated teller machines(hereinafter called “ATMs”) of the Bank and/or such other ATMs as may be designated by the Bank from time to time.
- m) The expression “quasi-cash transactions” shall mean transactions representing a merchant’s sale of items (such as gaming chips) that are directly convertible into cash.
- n) The expressions “Ringgit Malaysia” and “RM” shall mean lawful currency of Malaysia.
- o) The expression “Exchange Control Regulations of Malaysia” shall mean the Exchange Control Act 1953, the Exchange Control of Malaysia Notices issued pursuant thereto and all other regulations made pursuant thereto, as from time to time amended, extended, reenacted or consolidated.
- p) Words importing only the singular number shall include the plural number and vice versa.
- q) Words importing the masculine gender only shall include the feminine gender.

2. **CARDMEMBER**

- 2.1 The Cardmember hereby authorise the Bank to deliver the Credit Card to him at the Cardmember’s own risk by whatever means the Bank deem fit and the Cardmember agrees to hold the Bank harmless from all claims and liabilities, loss or damage incurred or suffered in the event the Credit Card shall fail to reach the Cardmember after dispatch by reason that the Credit Card is intercepted or retained by any other person or lost in transit.
- 2.2 The Cardmember shall sign the Credit Card immediately upon receiving the Credit Card. However, if the Cardmember does not agree to be bound by these terms and conditions, the Cardmember shall cut the Credit Card in half and

return both halves to the Bank. The Credit Card is the property of the Bank and is not transferable.

3. SUPPLEMENTARY CARDMEMBER

- 3.1 Any Supplementary Cardmember to whom a Supplementary Credit Card is issued upon the joint request of himself and the Cardmember shall sign his Supplementary Credit Card immediately upon receiving the Supplementary Credit Card. All terms and conditions applicable to the Cardmember except Clause 5.1 below shall apply mutatis mutandis to the Supplementary Cardmember. The Cardmember agrees to be liable for all transactions charged to the Cardmember and Supplementary Credit Card(s) which are issued while each Supplementary Cardmember shall be liable for all transactions charged to his Supplementary Credit Card.
- 3.2 Without prejudice to the generality of the foregoing, it is hereby expressly agreed that the Supplementary Cardmember shall be deemed to have notice of and be bound by the terms and conditions herein as well as the terms and conditions from time to time imposed by the Bank and set out in any correspondence, notice, monthly statement or any other communication whatsoever addressed to the Cardmember, and the Cardmember shall ensure compliance therewith on the part of the Supplementary Cardmember. Any correspondence, notice, monthly statement or any other communication whatsoever served on the Cardmember in accordance with Clause 14 hereof shall be deemed to be served on and received by the Supplementary Cardmember as well.
- 3.3 The Supplementary Credit Card issued shall remain good until the Credit Card or the Supplementary Credit Card is terminated or suspended or until cancelled at the request of the Cardmember or when its tenure has expired whichever is earlier. Where the Cardmember wishes to terminate the Supplementary Credit Card, the Cardmember must ensure that the respective Supplementary Credit Card is cut in half and both halves are duly received by the Bank. Until then, the Cardmember shall continue to be liable for charges incurred by the respective Supplementary Cardmember.

4. CHARGING PRIVILEGES

- 4.1 The Credit Card confers upon the Cardmember the privilege (hereinafter called "Charging Privileges") under his Credit Card Account:
- (a) to sign bills of credit with merchants listed with MasterCard International, Visa International and/or with any other franchise held by the Bank; and/or
 - (b) to effect transactions by providing merchants listed with MasterCard International, Visa International and/or with any other franchise held by the Bank with the number of the Credit Card together with such other particulars as may be recorded on the Credit Card and without the requirement of the Cardmember's signature as in the case of transactions effected through electronic commerce, the Internet, mail and/or telephone order and at specific electronic and/or point-of-sale terminals (whether

self-service or otherwise) including but not limited to transactions effected at petrol kiosks and/or through such other modes that may be introduced or implemented from time to time.

- 4.2 The Credit Card shall not be used for unlawful transactions including but not limited to illegal betting by electronic online, internet or similar means. Without prejudice to the generality of Clauses 4.4, 6.2 and 6.3, the Bank may at its sole and absolute discretion suspend, cancel or revoke the Cardmember's privilege to use the Credit Card in respect of a specific transaction or all transactions if the Bank is of the opinion (which opinion shall be conclusive and binding upon the Cardmember) that the transaction or transactions is or are illegal.
- 4.3 The Cardmember hereby irrevocably agrees and confirms that the Cardmember shall be liable to the Bank for all liabilities incurred by the Cardmember through the use of his Credit Card and charged by the Bank to the Cardmember's Credit Card Account, whether shown in any transaction receipt or not. Failure to sign any transaction receipt will not relieve the Cardmember from liability to the bank in respect thereof if, based on satisfactory documentary evidence, the Bank is of the opinion (which opinion shall be conclusive and binding upon the Cardmember) that the omission is due to the nature of the transaction or due to an oversight on the part of the Cardmember and/or the merchant and/or the member bank of MasterCard international, Visa International and/or any other franchise held by the Bank.
- 4.4 The Charging Privileges conferred on the Cardmember shall at all times remain a privilege rather than a right and shall be subject to the Bank's rights at any time at its sole and absolute discretion to review and/or vary the Line of Credit under Clause 5.4 and/or under Clauses 6.2 and 6.3 to suspend, cancel or refuse to renew or replace the Credit Card or to terminate this Agreement or to revoke the Cardmember's privilege to use the Credit Card in respect of a specific transaction or to vary any of the terms thereof under this Agreement.
- 4.5 The Charging Privileges conferred on the Supplementary Cardmember shall at all times be subject to the Supplementary Monthly Monitoring Limit imposed, if any. The Bank may at its sole and absolute discretion allow or refuse to permit the Supplementary Cardmember to exceed such Supplementary Monthly Monitoring Limit, without assigning any reason thereof. Where the Bank has at its sole and absolute discretion allowed a Supplementary Cardmember to exceed the Supplementary Monthly Monitoring Limit (if any) imposed on the Supplementary Cardmember, the joint and several liability of the Cardmember and such Supplementary Cardmember for the use of the Supplementary Credit Card shall extend to include all charges and all cash advances obtained by the Supplementary Cardmember.
- 4.6 The Bank reserves the right at its sole and absolute discretion at any time by giving notice (whether with or without assigning any reason) to amend, modify, revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges conferred on the Cardmember from time to time.

5. **LINE OF CREDIT**

- 5.1 In addition to the Charging Privileges hereby conferred on the Cardmember, the Cardmember is hereby granted a Line of Credit throughout the tenure of the Credit Card (including any renewal thereof) upon the terms and conditions hereinafter contained. Where more than one Credit Card is issued to the Cardmember, the Bank may at its sole and absolute discretion stipulate that the Line of Credit shall be common to and shared by all such cards, or stipulate a separate line of Credit for each such card.
- 5.2 Subject to Clauses 6.2 and 6.3, the Cardmember may also utilise the Credit Card to obtain cash advances within the prescribed limits at designated locations and for such uses as the Bank may determine from time to time, including but not limited to the transfer into an account maintained with the Bank and the purchase of traveller's cheques, provided the Line of Credit is not exceeded.
- 5.3 Notwithstanding the foregoing provisions, the Bank is not duty bound in any way whatsoever to ensure that the Line of Credit is not exceeded by the Cardmember and the Cardmember shall remain and be liable for all charges and liabilities incurred by the Cardmember in excess of the Line of Credit, including all cash advances obtained.
- 5.4 The Line of Credit is subject to the Bank's review and the Bank may at any time at its sole and absolute discretion and by giving prior notice to the Cardmember determine, increase, reduce or in any other way vary the Line of Credit or the duration of all or any of the Cardmember's privileges granted hereunder.

6. **VALIDITY, RENEWAL, REPLACEMENT, SUSPENSION, TERMINATION AND CANCELLATION OF CREDIT CARD**

- 6.1 The Credit Card is valid for the period prescribed by the Bank as embossed on the Credit Card unless it is cancelled for any reasons whatsoever under this Agreement. By accepting the Credit Card, the Cardmember is deemed to be requesting the Bank to issue him a renewal or replacement Credit Card before the current Credit Card expires or until the Cardmember advises the Bank in writing to cancel his Credit Card Account. Renewal fees are billed annually. The Cardmember hereby acknowledges that the Bank's acceptance of any renewal fee shall not operate as a waiver of any or all of the Bank's rights created hereunder and shall not prevent the Bank from exercising, enforcing or continuing to enforce any of its rights under the Agreement, including but not limited to any right of termination, cancellation or suspension.
- 6.2 The Bank reserves the right at its sole and absolute discretion at any time by notice to the Cardmember, to suspend, cancel or refuse to renew or replace the Credit Card or to terminate this Agreement or to revoke the Cardmember's privilege to use the Credit Card in respect of a specific transaction or all transactions without giving any reason and upon such suspension, cancellation or refusal or termination or revocation the Cardmember shall forthwith cut the Credit Card in half and surrender both halves to the Bank or its principals or associates or authorised agents or the merchants, and the Cardmember shall

continue to be liable for any transaction effected through the use of the Credit Card prior to the receipt by the Bank of both halves of the Credit Card.

6.3 In addition to and without prejudice to the rights of the Bank contained in Clauses 5.4 and 6.2 above, if:

- (a) The Cardmember defaults in the payment of any monies hereby covenanted to be paid; or
- (b) The Cardmember fails or refuses to observe or perform any of the agreements, covenants, stipulations, terms and conditions herein expressed or implied; or
- (c) The Cardmember dies or commits an act of bankruptcy or allows a judgement against him to remain unsatisfied; or
- (d) A distress, execution, attachment or other legal proceeding is levied, enforced or taken out against all or any part of the Cardmember's properties and is not discharged or stayed; or
- (e) Any other event or series of events whether related or not (including without limitation, any material adverse change in the business, assets or financial condition of the Cardmember) has or have occurred which in the opinion of the Bank (which opinion shall be final and binding without giving any reason or evidence) could or might affect or prejudice the ability or willingness of the Cardmember to comply with all or any of his obligations hereunder; or
- (f) The Cardmember leaves Malaysia to take up residence or employment elsewhere; or
- (g) The Cardmember is facing criminal or any other proceeding involving fraud or if convicted of any criminal offence; or
- (h) The Cardmember refuses or fails to disclose any information or provide any documentary evidence which is in the opinion of the Bank (which opinion is final and binding) required relating to the financial position of the Cardmember; or
- (i) The Cardmember has furnished or furnishes any information or data to the Bank which in the opinion of the Bank (which opinion shall be final and binding without giving any reason or evidence) is false or misleading; or
- (j) There is an occurrence of, in the opinion of the Bank (which opinion shall be final and binding), questionable or unexplainable transactions involving the use of the Credit Card; or
- (k) There is a recurring reported loss or mutilation of the Credit Card; or

- (l) The Cardmember has been negligent in maintaining proper custody and control of the Credit Card or of the PIN (if any) referred in Clause 7.1 hereof or if the Cardmember has, in the opinion of the Bank (which opinion shall be final and binding), by any act, omission or any other means permitted or enabled the misuse of or the perpetuation of fraud relating to or in connection with the Credit Card; or
- (m) It shall constitute a violation of any applicable law, regulation, government directive or regulatory requirement for the Bank to continue to make available the use of the Credit Card or the Charging Privileges or the Line of Credit to the Cardmember; or
- (n) The Cardmember does not in the opinion of the Bank (which opinion shall be final and binding) satisfactorily maintain any of his accounts with the Bank or any of its branches, or any other entity associated with the Bank; or
- (o) There is a record of one or more dishonoured or returned cheques issued or presented for payment by the Cardmember whether in respect of any outstanding sum under the Credit Card, any other indebtedness of the Cardmember (whether due to the Bank or to any other party whatsoever) or otherwise howsoever; or
- (p) The Bank receives notification from the Biro Maklumat Cek of Bank Negara Malaysia that the Cardmember has been blacklisted or the name of the Cardmember appears in any other cancellation and/or warning lists (including but not limited to lists maintained by CTOS Sdn. Bhd.) or the Bank receives any other information whatsoever (whether relating to the creditworthiness of the Cardmember or otherwise) which in the opinion of the Bank (which opinion shall be final and binding) is unsatisfactory; or
- (q) The Cardmember cannot be traced, contacted or located;

then, in any such event, the Bank may by written notice or otherwise to the Cardmember (without any legal obligation so to do) declare that:

- (i) The Credit Card shall be terminated and cancelled and the Cardmember's Charging Privileges and Line of Credit be revoked and withdrawn and require the Cardmember to forthwith the Credit Card to the Bank; and/or
- (ii) The Credit Card and the Cardmember's Charging Privileges and Line of Credit be suspended indefinitely or for such time as the Bank shall in its sole and absolute discretion determine; and/or
- (iii) The Credit Card shall not be renewed or replaced upon its expiry or in the event of loss, theft or mutilation; as the Bank shall in its sole and absolute discretion deem fit. Any reinstatement of the Credit Card and/or of the Charging Privileges and of the Line of Credit by the Bank shall be at the sole and absolute discretion of

the Bank and shall be subject to such other conditions as the Bank shall determine.

- 6.4 The Cardmember may at any time terminate this Agreement by giving written notice of such termination to the Bank and returning the Credit Card cut in half to the Bank. The Cardmember shall continue to be liable for any transaction effected through the use of the Credit Card prior to the receipt by the Bank of such written notice and both halves of the Credit Card as aforesaid.
- 6.5 In the event of any termination of this Agreement (whether by the Bank or the Cardmember) or any cancellation of or refusal to renew or replace the Credit Card, the Bank at its sole and absolute discretion may, but shall not be under any obligation to, make a refund of the renewal fee (which may be full or partial refund) to the Cardmember. The Cardmember hereby acknowledges that any such refund of the renewal fee (whether full or partial) shall not operate as a waiver of any or all of the Bank's rights created hereunder and shall not prevent the Bank from exercising, enforcing or continuing to enforce any of its right under this Agreement, including but not limited to any right of termination, cancellation or suspension. The Cardmember further acknowledges that upon any termination of this Agreement, or any suspension or cancellation of or refusal to renew or replace the Credit Card, all standing instructions given in relation to the Credit Card and the Credit Card Account shall be deemed to be terminated as well, and the Bank shall not be liable for any consequence whatsoever arising out of such termination of such standing instructions.
- 6.6 Any cancellation or termination of this Agreement shall be without prejudice to any legal right the Bank may be entitled to against the Cardmember, whether in respect of any antecedent breach of this Agreement or otherwise.

7. USE OF PIN

- 7.1 In the event the Cardmember requests for a Personal Identification Number (hereinafter called "PIN") in the application form for the Credit Card, the Cardmember hereby authorises the Bank to deliver his PIN to him at the Cardmember's own risk by whatever means the Bank deems fit and the Cardmember agrees to hold the Bank harmless from all claims and liabilities, loss or damage incurred or suffered in the event the PIN shall fail to reach the Cardmember by reason that the document containing the PIN is intercepted or retained by any other person or lost in transit. The PIN is strictly confidential and should not be disclosed to any other person under any circumstance or by any means whether voluntarily or otherwise, as the Cardmember is the only person authorised by the Bank to have knowledge of the PIN.
- 7.2 In the event that the Cardmember shall at any time decide that he does not wish to have the use of the PIN, he shall notify the Bank in writing and shall agree to cut the Credit Card in half and return both halves to the Bank. Upon receipt by the Bank of such written notice issue a replacement Credit Card for the use of the Cardmember without PIN. The Cardmember shall be liable and responsible for all withdrawals of cash made or transactions or fund transfers effected by the use of the Credit Card whether with or without the Cardmember's knowledge or

authority until receipt by the Bank of the written notice and both halves of the Credit Card.

7.3 Where the Cardmember uses the Credit Card at or in any of the Bank's ATMs or at or in any other ATMs as may be designated by the Bank from time to time, the Cardmember shall be bound by the following terms and conditions which may be amended from time to time by the Bank:

- (a) The Cardmember shall be liable and responsible for all withdrawals of cash made or transactions of fund transfers effected by the use of the Credit Card whether with or without the Cardmember's knowledge or authority.
- (b) If the Cardmember has disclosed or suspects that the PIN issued to the Cardmember may have been discovered by an unauthorised person the Cardmember must immediately notify such disclosure or suspicion to the Bank. Where the Credit Card is used by unauthorised person or any withdrawal is made or transaction or fund transfer is effected by the use of the Credit Card by any unauthorised person, the Cardmember shall be liable for and the Bank shall be entitled to debit the Cardmember for any cash withdrawn or payments made or any monies transferred in respect of any transaction or fund transfer which takes place at any time prior to the receipt by the Bank of such notification of such disclosure or suspicion or of any notification of the loss or the theft of the Credit Card.
- (c) The Bank's records of all transactions processed, sums withdrawn and fund transfers made shall be conclusive and binding upon the Cardmember for all purpose whatsoever. If the Cardmember has any discrepancy regarding the OCBC Credit Card, the Cardmember may write in officially to Head of the Credit Cards. Upon receipt of any discrepancy reported, the Bank shall promptly advise the Cardmember of the outcome of the Investigation together with reason for the discrepancy. Where the Bank is unable to settle the discrepancy immediately, it shall inform Cardmember immediately for the need of 14 days to resolve the discrepancy. Where the bank is unable to resolve the discrepancy within 14 days, it shall notify the Cardmember in writing of the need for an extension of time which shall not in any case exceed 30 days from the date the discrepancy is lodged. The Cardmember can appeal to the senior management of the Bank i.e. Customer Experience Department or to the Banking Mediation Bureau, if he is still not satisfied with the outcome.

8. OVERSEAS TRANSACTIONS

8.1 Transaction made outside Malaysia must be in the official currency of that country or a currency acceptable to MasterCard International, Visa International and/or any other franchise held by the Bank, provided that the Bank may at any time and at its sole and absolute discretion and without giving any notice to the Cardmember, decline to accept transactions in any particular currency or currencies.

- 8.2 The Bank shall be entitled to charge the Cardmember any cost incurred by the Bank in connection with the conversion of any currency (other than Ringgit Malaysia and US dollars) into US dollars and the subsequent conversion from US dollars into Ringgit Malaysia to enable the Bank to effect settlement in Ringgit Malaysia.
- 8.3 The Cardmember must comply with all the Exchange Control Regulations of Malaysia and/or the exchange control regulations of any other country where the transaction is executed and shall be liable for any infringement of such regulations, including any amendments thereto.

9. FEES AND CHARGES

- 9.1 Charges including the service charges or fees, card replacement fees, cheque returned fees, transaction receipt charges and/or any other charges or fees may be levied at such rate and in such manner as the Bank may in its sole and absolute discretion determine from time to time with written notice to the Cardmember. All charges and/or fee paid are non-refundable.
- 9.2 Should the balance in the Cardmember's Credit Card account at anytime be in the Cardmember's favour, no interest will be payable by the Bank. However, the Bank may in its sole and absolute discretion pay interest on the Cardmember's credit balance at whatever rates the Bank may determine from time to time.
- 9.3 The Cardmember shall in addition to the interest stipulated in Clause 10.3 be liable to pay a late payment charge at a rate to be determined by the Bank from time to time with written notice to the Cardmember on the TOTAL MINIMUM PAYMENT DUE (including any EXCESS referred to in Clause 10.2b) if it is not received by the Bank on or before the due date subject to a minimum charge to be fixed by the Bank from time to time.
- 9.4 The Cardmember agrees to pay, and authorizes the Bank to debit his Credit Card Account for all fees, charges and interest incurred in connection with the issuance and use of his Credit Card, as well as all legal costs, charges and expenses which the Bank may incur in enforcing or seeking to enforce this Agreement or in recovering or seeking to recover payment of all or any part of the monies owing by the Cardmember. . Each Supplementary Cardmember shall jointly and severally with the Cardmember be liable to pay the Bank all costs whatsoever in connection with the enforcement of this Agreement for the purposes of recovering payment of all or any part of the monies owing to the Bank in connection with or arising from the use of the Supplementary Credit Card issued to such Supplementary Cardmember.

10. PAYMENTS

- 10.1 The Cardmember shall be liable to the Bank and shall repay the Bank for all monies charged and all liabilities incurred by the Cardmember through the use of his Credit Card including but not limited to all sums incurred (whether shown in any transaction receipt or not) in respect of goods and services supplied by any merchant to any person against the Credit Card, all fund transfers effected through the use of the Credit Card (including but not limited to remittances, or the

transfer of funds from Cardmember's Credit Card Account to another account (whether an account of the Cardmember or otherwise), all cash advances obtained by the use of the Credit Card and traveller's cheque purchased together with the service charges incurred therein and such other charges or fees howsoever incurred which are charged by the Bank to the Cardmember's Credit Card Account and shown in the monthly statement as the sum owing and payable to the bank (hereinafter called "the NEW BALANCE").

10.2 The Cardmembers shall either:

- (a) Pay the NEW BALANCE within such period as may be specified by the Bank from time to time; or
- (b) If the Cardmember chooses to utilise his Line of Credit and:
 - (i) If the NEW BALANCE is within or equal to the Line of Credit, the Cardmember shall make payment of such minimum amount as may be fixed by the Bank from time to time (hereinafter called "the MINIMUM DUE (CURRENT DUE)"); or
 - (ii) If the NEW BALANCE is in excess of the Line of Credit, the Cardmember shall pay to the Bank forthwith the entire amount which is in excess of the Line of Credit (hereinafter called "the EXCESS") together with the MINIMUM DUE (CURRENT DUE) referred to in Clause 10.2.b.i, together with interest at such rate or rates and calculated in such manner as may be fixed or determined by the Bank from time to time until full payment or realisation, subject always to a minimum interest charge as may be fixed by the Bank,

without prejudice to any of the Bank's right contained herein if the Cardmember defaults in making payment of a MINIMUM DUE (CURRENT DUE) including any EXCESS for any two (2) consecutive months the Cardmember shall be liable in the third month to make full payment of the aggregate balance outstanding of the Cardmember's obligations to the Bank and such amount shall be deemed to be the TOTAL MINIMUM PAYMENT DUE (NEW BALANCE) for that month.

10.3 Without prejudice to the Bank's right to vary the rate of interest and/or the amount of the minimum interest charge at any time from time to time with written notice to the Cardmember, interest at such rate as may be determined by the Bank from time to time, calculated on a daily basis monthly rest but subject to such minimum interest charge as may be determined by the Bank from time to time, shall be charged:

- (a) On the outstanding balance (including all unpaid interest and late payment charges) carried forward from the date of the last monthly statement, calculated as from the date immediately after the date of the current monthly statement;
- (b) On the cash and quasi-cash transactions posted in the current monthly statement, calculated as from the transaction date; and

- (c) On the retail transactions and all unpaid bank charges posted in the current monthly statement (including but not limited to the charges payable under Clause 9 hereof but excluding unpaid interest and late payment charges which are subject to interest in accordance with Clause 10.3.a), calculated as from the due date of the current monthly statement, until payment in full is received by the Bank.
- 10.4 In addition to the interest stipulated in Clause 10.3 hereof, the Cardmember shall be liable to pay the late payment charge referred to in Clause 9.3 on the TOTAL MINIMUM PAYMENT DUE including any EXCESS if it is not received by the Bank on or before the due date, subject to such minimum late payment charge to be fixed by the Bank from time to time.
- 10.5 The Bank shall send a monthly statement after the statement date to the Cardmember until full payment of all sums due from the Cardmember, notwithstanding the cancellation or refusal to renew the Credit Card or the termination of this Agreement. Provided that the Bank shall not send any monthly statement to the Cardmember once the Bank has obtained judgement against the Cardmember in respect of sums due from the Cardmember to the Bank.
- 10.6 The Cardmember covenants and undertakes to diligently examine his monthly statement to ensure that the transactions stated therein have been properly incurred and the records and entries in the monthly statement shall be deemed to be conclusively correct and binding on the Cardmember unless written notice to the contrary shall have been given to the Bank within fourteen (14) days from the date of the monthly statement.
- 10.7 All payments shall be made in Ringgit Malaysia (RM) and shall not be considered to have been made until the relevant funds have been received for value by the Bank.
- 10.8 The Cardmember shall during his absence from Malaysia, authorise any person or persons residing in Malaysia to pay to the Bank all sums payable by the Cardmember to the Bank hereunder, including but not limited to the sums payable under Clauses 10.2, 10.3 and 10.4, and the Cardmember shall furnish the Bank with the name and address of any such person or persons.
- 10.9 The Bank shall at all times so long as any money may be due on the Credit Card Account have a right of combination, set-off or lien in respect of all monies now or hereafter standing to the credit of the Cardmember on any banking account (whether savings, current, deposit or otherwise and in whatsoever and any other currency or currencies) or available credit lines to the Cardmember at any branch of the Bank wherever located or any other monies whatsoever held by or on behalf of any of the branches of the Bank for the account of the Cardmember (including but not limited to any proceeds from the realisation of any security given by the Cardmember to the Bank). The Bank shall give prior notice before exercising its right of combination or set-off. Any payment received from the Cardmember may be applied by the Bank in satisfaction in whole or in part of any amount of principal, interest, commission, charge, fee or other sum due hereunder in such manner or order as the Bank may at its sole and absolute discretion think fit.

10.10 The Bank's acceptance of late payments or partial payments or cheques or money orders marked as constituting payment in full shall not operate as a waiver of any or all of the Bank's rights created hereunder and shall not prevent the Bank from enforcing or continuing to enforce any of its rights under this Agreement to collect the amounts due nor shall acceptance operate as consent to the modification of this Agreement to any respect.

11. LOST, STOLEN AND/OR MUTILATED CREDIT CARD

11.1 Save as hereinafter provided the Cardmember shall be and shall remain liable to the Bank for all charges incurred and all cash advances effected through the use of the Credit Card, whether or not such usage is authorized by the Cardmember. The Cardmember shall use all reasonable precautions to prevent the loss, theft or fraudulent use of the Credit Card and to prevent the disclosure of the Cardmember's PIN to any other person. If any Credit Card is lost or stolen or PIN is disclosed or misplaced or compromised or a renewal or replacement Credit Card is not received, Cardmember must notify the Bank's Credit Card Centre immediately. Cardmember must make a police report and a copy of the report must be provided to the Bank. Unless and until notification, whether verbal or in writing from the Cardmember is received by the Bank, Cardmember shall continue to remain liable to the Bank for all charges and advances whatsoever arising from all transactions, whether authorized or unauthorized incurred on the Credit Card(s) together with fees, interest and/or financial charges. In determining the extent of Cardmember's liability for the unauthorized transactions incurred prior to the receipt by Bank of Cardmember's notification, the Bank will also take into account any guidelines or rules laid down by Bank Negara Malaysia or any provisions of law.

11.2 The Bank may resolve that the Cardmember's liability be limited to RM250.00 (or such amounts as may be determined by the Bank from time to time, with the approval of Bank Negara Malaysia, if required) subject to the following conditions: (1) The Cardmember had in good faith and with reasonable care and diligence safeguarded the Card or the PIN from risk of loss, theft, unauthorized usage, disclosure or compromise; AND (2) The Cardmember has not acted fraudulently; AND (3) The Cardmember had immediately and without delay notified the Bank upon discovery of loss, theft, unauthorized usage of the Credit Card or PIN or non receipt of a renewal or replacement Credit Card.

11.3 In the event of a deadlock or in the event that Cardmember is not satisfied with the Bank's decision, the Cardmember may refer the dispute to the Financial Mediation Bureau for arbitration.

12. EXCLUSION OF LIABILITY

12.1 The Bank shall not in any circumstance be liable for any loss damage, inconvenience, injury, embarrassment or loss of reputation howsoever incurred or suffered by the Cardmember under any circumstance whatsoever whether or not such circumstances relate to or arise out of this Agreement, including but not limited to any loss, damage, inconvenience, injury, embarrassment or loss of

reputation howsoever incurred or suffered by the Cardmember by reason of or arising out of:

- (a) The revocation, cancellation, termination, suspension, refusal or restriction in the use of the Credit Card; or
- (b) The listing of the Credit Card number in any cancellation and/or warning lists; or
- (c) arising from any act or omission of any merchant, howsoever caused; or
- (d) Any statement, representation or implication arising from the refusal of any merchant or any bank to accept or honour the Credit Card or to make advances to the full authorised limit; or
- (e) as a result of any dissatisfaction with the quality, effectiveness and/or genuineness of any goods and/or services supplied by the merchant; or
- (f) The failure of the provision of any of the services herein contemplated to be provided whether such a failure is caused by the failure of any mechanical or electronic device, data processing system or transmission link or due to any electrical failure, industrial dispute or any act of God or any other act or event beyond the Bank's control or otherwise; or
- (g) In respect of any contract or transaction connected with the use of the Credit Card.

12.2 If the Cardmember has any claim or complaint against a merchant, the Cardmember shall resolve such dispute with such merchant. The liability of the Cardmember and his obligation to make payment to the Bank shall not be affected by such dispute or any counterclaim or right of set-off which the Cardmember may have against such merchant.

12.3 The Cardmember hereby irrevocably agrees and confirms that where insurance liability coverage is arranged by the Bank for the benefit of the Cardmember, any claim and notice made or to be made under such an insurance policy will be made by the Cardmember at his own expense against the insurance company and in the event the insurance company rejects any claim made under the policy or avoids the policy for any reason whatsoever including negligence or non-compliance by the Bank, its servants or agents of the terms and conditions of the policy, no claim whatsoever shall be made, brought or maintained against the Bank and the Bank shall not be liable to the Cardmember or any other person in any manner whatsoever.

13. **DISCLOSURE**

13.1 Subject to the Cardmember's express instruction restricting disclosure, the Cardmember irrevocably and unconditionally consents to and authorises the Bank and its officers to disclose the Cardmember's financial condition, details of accounts, account relationship with the Bank including credit balances to Bank Negara Malaysia, any governmental authorities and agencies in Malaysia or

elsewhere, Dishonoured Cheques Information System (DCHEQS), Central Credit Reference Information System (CCRIS), or any other bureau or company set up for the purpose of collecting and providing credit or other information, Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad, any guarantor(s), any person who has given or is giving security for the Cardmember's liabilities under any account, party(ies) proposing or intending to make or tender payment towards the Cardmember's liabilities to the Bank, companies which are related to the Bank by virtue of Section 6 of the Companies Act 1965 or any associated company of the Bank or of its parent company (the Bank together with the aforesaid related/associated companies are collectively referred as "OCBC Group"), party(ies) providing or intending to provide goods and/or services to any member of the OCBC Group, agents, sub-agents, correspondent banks, local banks and branches of local banks, nominees, lawyers, custodians, centralised securities depository or registrar, merchants, debt collection agents of any company under the OCBC Group, the Bank's or any of the OCBC Group's assignees or potential assignee, acquirer or potential acquirer, the police or any investigating officer conducting any investigation in connection with any offence, any person to whom disclosure is permitted or required by any law, regulation, governmental directive or request and any party whomsoever as the Bank may deem fit and their respective successors-in-title at any time and without notice or liability to such extent and for such purposes as the Bank may deem necessary or expedient. The Cardmember irrevocably consents to and authorises the Bank and its officers to conduct credit checks and disclose his account relationship with the Bank to any parties as the Bank may in its absolute discretion deem fit for purposes of verifying any information relating to his application for the Credit Card, the account(s) with the Bank and the services made available by the Bank.

- 13.2 The Bank shall be entitled subject to compliance with the applicable regulatory rules or guidelines to use or apply any information relating to the Cardmember which was collected, gathered, received, captured, compiled, secured and/or obtained by the Bank through or by whatever means and methods, including without limitation, e-mail addresses, names, phone numbers and the like, for such purposes as determined by the Bank.

14. **NOTICES**

- 14.1 The Cardmember must notify the Bank's Credit Cards Department in writing of any change of any detail in relation to the Cardmember (including but not limited to any change of his office or home address or telephone numbers or in his employment or occupation). Any failure on the part of the Cardmember to notify any change of his address in writing resulting in the delay of the Cardmember's receipt of any monthly statement, correspondence or notice shall not prejudice any of the Bank's rights and entitlement under this Agreement.
- 14.2 Any correspondence or service of notice of legal process to the Cardmember may be given by ordinary post or otherwise sent to or left at the Cardmember's billing address stated in this application form or such other address as may from time to time be notified to the Bank's Credit Cards Department and if sent by post, shall be deemed to have been served or received two (2) days after it was posted.

15. GENERAL TERMS

- 15.1 Any indulgence, failure or delay by the Bank to exercise any right or power contained hereunder shall not operate as a waiver thereof nor shall it preclude the Bank from exercising any such right or enforcing any such powers and shall not be interpreted as consent to the modification of this Agreement in any respect.
- 15.2 All matters arising out of the issuance or use of the Credit Card are governed by the laws of Malaysia and the parties hereto hereby submit to the jurisdiction of the Courts of Kuala Lumpur and the Cardmember hereby waives any objection to proceedings in the Courts of Kuala Lumpur whether on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.
- 15.3 If the Cardmember elects to participate in a financial plan for which such a plan is available, the Cardmember agrees to pay a finance charge at such rate or rates as may be determined by the Bank.
- 15.4 The Bank reserves the rights to vary, amend and/or impose additional clauses to the terms and conditions of this Agreement or the terms of charges or repayment at any time and from time to time. Such changes shall take immediate effect from the date stipulated in the notice and the Cardmember shall be bound by such changes. In the event that the Cardmember shall disagree with any of the changes, the Cardmember shall forthwith indicate such disagreement by discontinuing the use of the Credit Card as from the date of effect of such changes and by cutting the Credit Card in half and returning both halves to the Bank. In the event that the Cardmember uses the Credit Card or his Line of Credit after the effective date, the Cardmember shall be deemed to have accepted such changes without reservation.
- 15.5 Without prejudice to the generality of Clause 15.4 above, the Cardmember hereby agrees to be bound by and comply with the terms and conditions referred to as "Important Notes for Cardmembers" in the monthly statements issued to the Cardmember.
- 15.6 A certificate by an officer of the Bank as to the amount for the time being due and owing to the Bank from or by the Cardmember shall be conclusive evidence against the Cardmember for all purposes including any legal proceeding.
- 15.7 The Bank shall be entitled to appoint collection agencies to collect all sums due to the Bank from the Cardmember under this Agreement.
- 15.8 The liabilities and/or obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever not withstanding any change by amalgamation, merger, reconstruction or otherwise which may be made in the constitution of the Bank.
- 15.9 Any term, condition, stipulation, provision, covenant or undertaking of this Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality, voidness,

prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

- 15.10 Any money received hereunder may be placed and kept to the credit of a non-interest bearing suspense account for as long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liability due or incurred by the Cardmember to the Bank. Notwithstanding any such payment, in the event of any proceeding in or analogous to bankruptcy, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect for the whole or any part of such money and liabilities and no money of dividend so received by the Bank shall be treated as received in respect of the amount due from the Cardmember to the Bank under this Agreement, and the full amount due from the Cardmember to the Bank shall remain payable by the Cardmember until the Bank shall have received from all sources one hundred sen in the Ringgit Malaysia on the ultimate balance outstanding against the Cardmember. After the Bank has received such ultimate balance in full, any claim on the part of the Cardmember to any excess or any securities remaining with the Bank shall be a matter of adjustment between the Bank and the Cardmember and/or any other person or persons laying claim thereto.
- 15.11 Time wherever mentioned shall be the essence of this Agreement.
- 15.12 In the event of any conflict, discrepancy or inconsistency in the interpretation of this Agreement and any translation of it in any language, the English version of this Agreement shall prevail.