

Notis / Notices

Finexus Cards Sdn Bhd (Finexus Cards) dengan ini memberi Notis bahawa ia adalah menjadi satu keperluan untuk Finexus Cards mengumpul dan memproses maklumat peribadi dan butiran terperinci untuk tujuan dan berkaitan dengan permohonan anda termasuk dan tidak terhad kepada merekod, menyimpan, mengurus, penyesuaian, pengubahan, pembetulan, pemadaman, dapatan semula maklumat, penggunaan data peribadi tersebut sama ada secara kewangan atau sebaliknya, dan maklumat yang berkaitan dengan akaun anda ke tahap mana yang dianggap perlu oleh Finexus Cards, dan; untuk memberitahu, mendedahkan, menyebarkan atau menghantar data peribadi anda kepada VISA Inc. dan/atau pegawai-pegawainya, Bank Negara Malaysia (BNM) dan/atau pihak berkuasa yang berkaitan atau badan-badan berkanun yang berada di bawah rangkap BNM, Syarikat yang berkaitan dengan Finexus Cards berserta dengan sekutu perniagaan, pembekal servis dan/atau mana-mana pihak yang dianggap perlu oleh Finexus Cards. Anda juga boleh meminta untuk mengetahui dan/atau mengemaskini dan meminda maklumat peribadi anda dan permintaan tersebut atau pertanyaan lain hendaklah dibuat secara bertulis kepada Finexus Cards atau melalui Pusat Khidmat Pelanggan kami di +603 8318 3100. Sila maklum bahawa permohonan anda tidak dapat diproses sekiranya Finexus Cards tidak mendapat maklumat peribadi dan kebenaran daripada anda

Finexus Cards Sdn Bhd (Finexus Cards) hereby notifies that it is necessary for Finexus Cards to collect and process your personal information and details which have been furnished by you for the purposes of and in connection with your application including but not limited to recording, storing, organizing, adaptation, alteration, correction, erasure, retrieval, use of your personal data whether financial or otherwise, and information relating to your account to such extent and in such manner as Finexus Cards may at its sole discretion deems fit, and; to disclose, divulge, disseminate or transmit your personal data to VISA Inc. and/or its officers, Bank Negara Malaysia (BNM) and/or such other authority or body established by BNM, Finexus Cards' related corporations, associates, affiliates, service providers, and/or any other parties as Finexus Cards deems necessary. You may also request for access to and/or to update and amend your personal information and such request or other inquiries shall be made in writing to Finexus Cards or via our Call Centre at +603 8318 3100. Please be informed that Finexus Cards may not be able to process your application if your personal information and consent is not obtained.

Pengakuan / Declaration

Saya dengan muktamadnya bersetuju dan memberi kuasa mutlak kepada Finexus Cards Sdn Bhd (706720-U) untuk mendedahkan maklumat peribadi saya termasuk dan tidak terhad kepada merekod, menyimpan, mengurus, penyesuaian, pengubahan, pembetulan, pemadaman, dapatan semula maklumat, penggunaan data peribadi tersebut; dan untuk memberitahu, mendedahkan, menyebarkan atau menghantar data peribadi sama ada secara kewangan atau sebaliknya, dan maklumat yang berkaitan dengan akaun saya ke tahap mana yang dianggap perlu oleh Finexus Cards, kepada VISA Inc. dan/atau pegawai-pegawainya, BNM dan/atau pihak berkuasa yang berkaitan atau badan-badan berkanun yang berada di bawah rangkap BNM, Syarikat yang berkaitan dengan Finexus Cards berserta dengan sekutu perniagaan, pembekal servis dan/atau mana-mana pihak yang dianggap perlu oleh Finexus Cards.

Saya dengan ini mengakui bahawa Kad Prabayar VISA ("Kad") adalah tertakluk kepada terma-terma serta syarat yang terdapat di dalam Perjanjian Pelanggan Kad Prabayar VISA yang dikeluarkan oleh Finexus Cards termasuk tambahan yang berkaitan dan sebarang pindaan yang dibuat oleh Finexus Cards dari masa ke semasa dan bersetuju untuk terikat dengannya bermula pada pengeluaran Kad ini.

Saya dengan ini bersetuju bahawa borang permohonan Finexus Cards ini adalah bukti permohonan saya untuk Kad ini dan rangkap serta klausa kekal wujud walaupun Kad ini di ditamatkan, batal atau dibatalkan oleh Finexus Cards.

Saya memahami bahawa menjadi kewajipan Finexus Cards di bawah Akta Pencegahan Pengubahan Wang Haram dan Pencegahan Pembiayaan Keganasan 2001 dan/atau undang-undang dan peraturan yang lain untuk melaporkan sesetengah transaksi kepada BNM dan/atau pihak berkuasa lain yang berkaitan, dan saya dengan ini bersetuju dan membenarkan Finexus Cards, pegawai serta pekerjanya tidak bertanggungjawab ke atas laporan yang berkenaan.

Saya dengan ini mengesahkan bahawa semua maklumat yang diberikan adalah benar dan lengkap. Saya memahami bahawa pihak Finexus Cards mempunyai kuasa muktamad untuk menolak permohonan ini tanpa memberi sebarang sebab.

Saya dengan muktamadnya bersetuju tidak akan mempertikai kandungan di dalam salinan borang permohonan secara faks yang diterima oleh Finexus Cards yang akan dianggap sebagai permohonan asal di mana saya akan memberi salinan asal kepada Finexus Cards jika diminta.

Saya dengan muktamdnya bersetuju dan memberi kuasa mutlak kepada Finexus Cards untuk mengesahkan sebarang maklumat termasuk dan tidak terhad kepada maklumat peribadi serta kedudukan kredit saya tanpa keizinan saya daripada mana-mana sumber termasuk Lembaga Hasil Dalam Negeri dan dengan apa-apa cara Finexus Cards rasakan wajar; dan untuk memberitahu atau mendedahkan sebarang maklumat termasuk data peribadi yang berkait dan timbul daripada permohonan ini yang dirasakan wajar oleh Finexus Cards untuk sebarang tujuan kepada VISA Inc. dan/atau pegawai-pegawainya, BNM dan/atau pihak berkuasa lain yang berkaitan atau badan-badan berkanun yang berada di bawah rangka BNM, syarikat yang berkaitan dengan Finexus Cards berserta dengan

sekutu perniagaan, pembekal servis dan/atau mana-mana pihak yang dianggap perlu oleh Finexus Cards.

I hereby irrevocably and unconditionally agree and authorise Finexus Cards Sdn Bhd (706720-U) to disclose my personal information including but not limited to recording, storing, organizing, adaptation, alteration, correction, erasure, retrieval, use of my personal data; and to disclose, divulge, disseminate or transmit my personal data, whether financial or otherwise and information relating to my account to such extent and in such manner as Finexus Cards may at its sole discretion deems fit to VISA Inc. and/or its officers, BNM and/or such other authority or body established by BNM, Finexus Cards' related corporations, associates, affiliates, service providers, and/or any other parties as Finexus Cards deems necessary.

I hereby acknowledge that the VISA Prepaid Card (hereinafter referred to as "the Card") shall be governed by the terms and conditions contained in the Finexus Cards' VISA Prepaid Card Agreement including relevant addendums and any amendments made by Finexus Cards from time to time and agree to be bound by them upon the issuance of the Card.

I agree that Finexus Cards' application form herein shall be conclusive evidence of proof of my application for the Card and this clause shall survive the termination, cancellation or revocation of the Card by Finexus Cards.

I understand that Finexus Cards may be obliged under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 and/or other laws and regulations to report certain transactions to BNM and/or other relevant authorities and I hereby consent to the same and agree that Finexus Cards, its officers and employees shall be under no liability for making such reports.

I hereby declare that all information given above is true and complete. I understand that Finexus Cards reserves the right to decline any application without giving any reason.

I unconditionally and irrevocably agree that I shall not dispute the contents of the faxed copy application form received by Finexus Cards which shall be deemed as original application and I shall produce the original to Finexus Cards upon request.

I hereby irrevocably and unconditionally agree and authorise Finexus Cards to verify any information including but not limited to my personal information and my credit standing without further approval from me from whatever sources, including the Inland Revenue Authorities, and by whatever means Finexus Cards considers appropriate; and to disclose or divulge any information (including personal data) relating to or arising from my application hereunder, and also information to my affairs and other facilities and/or accounts as Finexus Cards may at its sole discretion deems fit or necessary for any purpose whatsoever to VISA Inc. and/or its officers, BNM and/or such other authority or body established by BNM, FINEXUS Cards' related corporations, associates, affiliates, service providers and/or any other parties as FINEXUS Cards deems necessary.

FINEXUS CARDS SDN BHD - VISA PREPAID CARD AGREEMENT

This Agreement contains the terms and conditions governing the use of the Card issued by Finexus Cards Sdn Bhd. Please read them carefully before you sign or use the Card. By signing on the Card Application Form or using the Card you are deemed to have read, understood and accepted these terms and conditions and agreed to be bound by this Agreement.

1. DEFINITIONS

1.1 In this Agreement, each of the following words and expressions shall have the following meanings, unless the context otherwise requires:

Acknowledgement of Receipt	means any signed document or acknowledgment slip acceptable to Finexus Cards for the purpose of acknowledging receipt of the Card;
Agreement	means this Finexus Cards Sdn Bhd - VISA Prepaid Card Agreement including any addendums that may be added by Finexus Cards from time to time;
ATM	Automated Teller Machines that display the VISA and/or PLUS logos;
Business Day	means any day (other than Saturdays, Sundays or Public Holidays) on which banks are open for business in Kuala Lumpur, Malaysia;
Call Centre	means the Finexus Cards' Call Centre +6 03 8318 3100;
Card	means the VISA prepaid card issued by Finexus Cards and includes co-branded VISA prepaid card which has been issued in affiliation or association with any third party or under any product or select name or reference;
Card Account	means the Cardmember's Account to which funds are stored and payments for purchases of goods and services and cash withdrawal effected by the use of the Card and all fees and/or charges are debited;
Card Account Balance	means the value or funds available in the Card Account which does not exceed the Maximum Card Value or falls below the Minimum Card Value;
Card Transaction	means any type of transaction effected by using the Card including inquiries made on-line or any other electronic mode of communications relating to the Card;
Designated Channels, Reload Channels	means the centres for the sale of the Card, initial reload and/or subsequent reload as appointed and authorised by Finexus Cards. The centres are not exhaustive and may be changed or replaced from time to time. Latest details of the current Designated Channels and/or Reload Channels can be found on our Website;

Joining Fee	means the retail price of the Card payable upon application;
Finexus Cards Collection Account	means the cash deposit account for reload purposes, Account No.: 800-1536-655 at CIMB Bank Berhad;
Maximum Card Value	means the maximum amount of RM10,000.00 that can be stored in your Card Account, depending on the identity evidence available and the category of Card applied for, at any point in time;
Minimum Card Value	means the minimum amount of RM10.00 to be maintained in your active Card Account at all times;
Product Disclosure Sheet	means a disclosure document about the Card, including but not limited to its features, fees, charges and benefits;
Specified Address	means any of the following: <ul style="list-style-type: none"> (i) any of your addresses stated in the application form for the Card or any other address which you may notify us from time to time or any other address which we may obtain from reliable sources as determined by us; and (ii) any address from which any of your facsimile transmission or electronic mail or purporting to be your facsimile transmission or an electronic mail had been despatched to us;
Visa	means Visa Inc., P.O. Box 8999, San Francisco, CA 94128, United States of America and includes its successors-in-tittle and assigns.
Welcome Pack	means the package containing any of the following: <ul style="list-style-type: none"> (i) Card; (ii) Product Disclosure Sheet; (iii) Frequently Asked Questions (FAQs); (iv) any other documents or materials as may be provided by Finexus Cards as it deems fit;
We, Our, Us, Finexus Cards	means Finexus Cards Sdn Bhd (Company No.: 706720-U), a company incorporated in Malaysia and having its business address at Level 29, Menara KH, Jalan Sultan Ismail, 50250 Kuala Lumpur;
Website	means www.finexuscards.com ;
You, Yours, Cardmember	means any registered individual who has received and is authorised to use the Card as provided for in this Agreement.

2. APPLICATION AND ELIGIBILITY

- 2.1 For Malaysians, you must be at least 18 years of age and hold a NRIC or MyKad.
- 2.2 You must have a valid mailing address in Malaysia. We do not accept P.O. Box address.
- 2.3 For non-Malaysians, a photocopy of your passport and/or valid work permit and a valid address is required.
- 2.4 The Card can be purchased at Designated Channels or applied online via our Website.
- 2.5 All Card applications are subject to a Joining Fee. We will not process any application for the Card if the Joining Fee has not been paid and received by us. Payment of the Joining Fee can be done as per the instruction on the Website or at the Designated Channels (as may be applicable from time to time). If you do not pay the Joining Fee at any of the Designated Channels within the stipulated time as specified by us, we shall treat your application as incomplete and void and you will have to re-apply for the Card. We strongly advise you to keep your receipt as proof of your payment of the Joining Fee.
- 2.6 We reserve the right to reject and decline your application for the Card at our sole discretion without assigning any reason whatsoever and our decision shall be final and conclusive.

3. DELIVERY OF THE CARD

- 3.1 Upon approval of your application, the Welcome Pack shall be delivered to you to the address stated in your application form, within fourteen (14) Business Days after receipt of your Joining Fee payment and the supporting identification documents. The Welcome Pack shall be delivered to you at your own risk.

4. ACTIVATION OF CARD

- 4.1 You are required to complete and submit the application form together with all relevant supporting documents as may be required, to the Designated Channels. You may be required to show proof of your original identification document such as your original Identification Card (MyKad) if you are a Malaysian citizen or your original passport and/or work permit if you are a foreigner, and such other documents we deem fit.
- 4.2 The Card can be activated via the following options:
 - (a) Register and/or update your particulars online via our Website; or
 - (b) Contact our Call Centre.
- 4.3 You are required to immediately sign on the signature panel behind the Card upon receipt of the Card and prior to carrying out any transaction.
- 4.4 You must first activate your Card before you can reload money into the Card Account.

- 4.5 Notwithstanding any provision herein, we have full discretion to accept or reject your application to activate the Card without assigning any reason whatsoever and you agree that we shall not be held responsible for any loss incurred and/or damage suffered by you as a result of us failing or refusing to activate the Card.
- 4.6 The Card shall be valid for such period as indicated on the face of the Card unless terminated earlier in accordance with this Agreement without assigning any reason.

5. PERSONAL IDENTIFICATION NUMBER (PIN)

- 5.1 For the purpose of effecting a Card Transaction payment at an electronic point-of-sale terminal and/or ATM transaction with the Card, we may issue and mail the PIN only upon activation of your Card, to the address stated in the application form. The PIN shall be delivered to you at your own risk by whatever means we deem fit and you agree to hold us harmless from all claims and liabilities, losses or damages incurred or suffered in the event the PIN shall fail to reach you by reason that the document containing the PIN is intercepted or retained by any other person or lost in transit. Alternatively, you may create your own PIN by accessing your online portal account at our Website.
- 5.2 The PIN is strictly confidential and should not be disclosed to any person under any circumstances or by whatever means. Any failure to comply with this requirement may expose you to the consequences of theft and/or unauthorised use of the Card, in which event you shall be liable for all transactions and charges incurred whether or not such transaction or charge is within your knowledge or authority.
- 5.3 You hereby consent and agree that the PIN is served as a means of authenticating and verifying your identity for the purposes of the transaction contemplated under these terms and conditions set herein
- 5.4 If the PIN is mailed by us, upon receipt of the PIN, you are required to change the PIN.
- 5.5 The PIN can be changed online and/or at Designated Channels which we may make available from time to time. Details can be obtained via our Call Centre and Website.

6. CARD VALUE

- 6.1 You may increase the value of the Card through reload(s) provided that the value of the Card does not exceed the Maximum Card Value.
- 6.2 You must ensure that the Minimum Card Value is maintained in your Card Account and there are sufficient funds in your Card Account to pay for each transaction including the applicable fees and charges imposed for the transaction. You are not allowed to use this Minimum Card Value at all. If the total balance in your Card Account is insufficient to maintain the Minimum Card Value, your transaction will be declined. In addition, if you fail to maintain the required Minimum Card Value in your Card Account, we reserve the right to suspend your Card until you reload your Card. We shall not be held responsible for any loss incurred and/or damage suffered by you as a result of insufficient funds in your Card Account or due to the suspension of your Card.

- 6.3 You can reload your Card at any Designated Channels we may make available from time to time. Reload fees are applicable and chargeable by our authorised Designated Channels or Reload Channels.
- 6.4 Each reload must be in the denomination fixed by the appointed Reload Channels specified by us, if any.
- 6.5 If the reload causes the value of the Card to exceed the Maximum Card Value, the reload will be rejected.
- 6.6 All modes of cash reloads can be deposited into the authorised Finexus Cards Collection Account.
- 6.7 All reloads shall not be considered to have been made until we received the actual payment.

7. USE OF THE CARD

- 7.1 The use of the Card or PIN as well as services, functions, facilities and transactions available in connection with the Card shall be subject to these terms and conditions (as may be varied, modified or supplemented by us from time to time) and to the compliance with such requirements, limitations and procedures as may be imposed by us from time to time.
- 7.2 You may use the Card to effect a transaction (whether by way of payment for purchase of goods or services from any retailer or merchant that accepts VISA cards ("Merchants") and/or cash withdrawal at any of the Automated Teller Machines (ATMs) that display the VISA or PLUS logos provided that you have sufficient Card Account Balance.
- 7.3 You shall be responsible for all goods and services, tax and all other taxes that may be imposed on or payable in respect of any amount required to be paid under this Agreement or any transaction. You hereby authorise us to debit the amount for all goods and services, tax and all other taxes to your Card Account.
- 7.4 You must ensure that the transaction amount is correct before effecting your payment either by way of a signature or by entering your PIN at any electronic point of sale terminals. By signing or entering your PIN, it is deemed that you have agreed to the transaction and confirmed the amount is correct.
- 7.5 Withdrawal
 - 7.5.1 You may perform cash withdrawals at any ATM that accepts VISA Card. An ATM withdrawal fee will be imposed for each cash withdrawal from any ATMs located within Malaysia. Cash withdrawals from any international ATMs will be subjected to such other applicable ATM withdrawal fee.
 - 7.5.2 You are not to make any cash withdrawals from any ATMs which exceed the prescribed withdrawal limit of the ATM and/or the Card Value or any other amount as determined by Finexus Cards, whichever is applicable.
- 7.6 Internet Transaction
 - 7.6.1 Upon receiving your documented consent, you may use the Card to purchase goods and/or services from VISA Merchants through online internet sites or portals. You are solely responsible to ensure your Card information is kept secured and you agree to

be fully liable for transactions effected over the internet through the use of your Card information, regardless of whether it is authorised or unauthorised. You agree that any entry of your Card information on the internet shall be regarded as a genuine and legitimate instruction from you and we are under no obligation to verify the identity or the authority of the person entering your Card information. We reserve the right at our sole and absolute discretion to refuse or reject any such internet transaction if the authenticity of the transaction is doubtful or it is otherwise suspicious or unlawful or for any other reason.

7.7 Transaction in Foreign Currencies

7.7.1 If you enter into a transaction in foreign currency using the Card, the transaction will be converted by VISA into Ringgit Malaysia, equivalent at the conversion rate as determined by VISA as at the date it is processed by VISA.

7.7.2 Any transaction entered by you using the Card outside of Malaysia may be subjected to an additional transaction fee as stipulated in the Product Disclosure Sheet.

7.8 Contactless Card Transaction

7.8.1 Your Card may use to purchase good and/or services at Visa payWave readers.

7.8.2 A Visa payWave reader is a point-of-sale device at which the Card may be used to effect a Card Transaction, either by tapping or waving the Card against such reader without requiring any signature, PIN or other authentication on your part.

7.8.3 You may use the Card to effect any number of Card Transaction on such reader as long as each Card Transaction's value does not exceed an amount which may from time to time be specified by us.

7.8.4 Any usage of the Card at any Visa payWave reader shall be subjected to terms and conditions stipulated herein and/or such terms and conditions imposed by us from time to time.

7.8.5 Without prejudice to Clause 7.8, you undertake to be liable for all Contactless Card Transactions incurred using Visa payWave and posted to your statement regardless of whether or not the Contactless Card Transactions were properly authorised by you. In this regard, you acknowledge the ease of which unauthorised Contactless Card Transaction may be carried out and accept the risk of unauthorised Contactless Card Transaction.

8. LOSS/THEFT OF CARD

8.1 The Card shall remain our property at all times. You must keep your Card, PIN and Card information secure and use all reasonable precautions to prevent loss, theft or unauthorised use of your Card and ensure that your PIN and/or Card information is not disclosed to any other person. You agree that you shall be fully responsible and liable for all transactions effected by the use of the Card and/or the PIN and/or the Card information whether authorised or unauthorised.

8.2 Should you discover that your Card is lost, stolen or suspected of being compromised or used in an unauthorised way or your PIN and/or Card information is disclosed to any unauthorised person, you shall notify us immediately of the loss, theft or unauthorised use by calling our Call Centre followed by a written confirmation, facsimile and/or electronic mail. In certain circumstances, we may also

require you to make a police report of the loss, theft or disclosure and provide us with a copy of the police report and any other information that we may require.

8.3 We shall try to prevent any transactions after you have reported the loss or theft of the Card by blocking the Card Account. You shall remain solely responsible and liable for all transactions carried out using your Card even if such transactions were carried out without your authorisation before our receipt of your written confirmation of the loss or theft or disclosure and until the Card Account is blocked.

8.4 We may at our absolute discretion, resolve that your liability be limited to RM250.00 provided that you have not acted fraudulently or compromised the security aspect of the Card and that you have given the required notification under Clause 8.2 above. The exercise of our discretion is final and you agreed to be bound by our decision.

9. REPLACEMENT CARD

9.1 Provided always that the Card is still valid and has not expired, a replacement Card shall be issued for the following:

- (a) loss or theft of your Card; or
- (b) disclosure of the PIN to any unauthorised persons; or
- (c) suspected that PIN has been compromised due to own negligence; or
- (d) the chip or the magnetic strip on the Card is faulty, damaged or defective through no fault of yours.

9.2 However, if the Card is faulty, damaged or defective due to your own negligence, a replacement Card will be issued to you subject to a charge of stipulated in the Product Disclosure Sheet.

9.3 The balance from the blocked Card or defective Card will be transferred to the new Card accordingly upon activation.

9.4 In the event you do not wish to receive the replacement Card, your Card Account shall be terminated and the balance funds in your Card Account shall be refunded to you, less any applicable fees and charges within fourteen (14) Business Days from the date the request was made.

10. EXPIRY

10.1 A Card shall not be valid or useable upon its expiry. You are required to purchase a new Card upon the expiry of your Card.

10.2 Upon activation of your new Card, we shall transfer the balance from the previously expired Card to your new Card.

10.3 In the event that upon the expiry of the Card, you did not purchase a new card and you remain unreachable, the balance shall be refunded to you via cheque. We shall send the cheque to you by ordinary post to your last known address in our records. If the cheque is not presented by you within six (6) months, we shall cancel the cheque and the balance of the Card Value shall be sent to the Registrar of Unclaimed Moneys under the provisions of the Unclaimed Moneys Act 1965 (Act 370).

11. CANCELLATION

- 11.1 You may at any time on your own accord request to cancel your Card by sending a notice in writing or electronic mail notification to us. You can also cancel the Card via our Call Centre.
- 11.2 Upon your cancellation request, we will terminate the Card and the Card Account Balance will be refunded to you (less any applicable fees and charges) within thirty (30) Business Days from the date the request was made.
- 11.3 You shall remain liable for any transaction effected through the use of your Card prior to the cancellation request and confirmation by us on the cancellation.

12. INSTRUCTIONS FROM YOU

- 12.1 Any request or instruction to us shall be in writing and shall be signed by you, provided that we may, but shall not be obliged to accept and act on any instruction or request by facsimile transmission or through the telephone which our officer or employee attending to such instruction or request believes to have been given or made or authorised by you. Notwithstanding that such instruction or request may not have been given or made or authorised by you, and notwithstanding any fraud that may exist in relation thereto, we shall not be liable for any loss or damage suffered as a consequence of our acting or acceding to any such instruction or request.

13. LIABILITY FOR TRANSACTIONS

- 13.1 The Card is not transferable and you are responsible to keep your Card, PIN and Card information secure at all times, thus you are liable for all transactions effected through the use of your Card, PIN and/or Card information.
- 13.2 Notwithstanding Clause 5.2 above, all transactions including but not limited to internet transactions and cash withdrawals using your Card shall be deemed to have been made by you and we shall not be liable for acting in good faith for honouring the said transactions. You agree that you shall be solely and fully responsible and liable for all transactions effected by the use of the Card and/or the PIN and/or the Card information whether with or without your knowledge, acquiescence or authority. You agree that we shall not under any circumstances whatsoever be responsible or liable for all transactions effected by the use of the Card and/or the PIN and/or the Card information. You shall indemnify and keep us fully indemnified against and from all direct or indirect consequential losses, damages, claims, demands, actions, proceedings, costs and expenses (including legal fees and other disbursements) suffered by us including claims, actions and proceedings from third parties howsoever arising from such unauthorised use.

14. TERMINATION OR SUSPENSION OF CARD

- 14.1 Subject to clause 14.2, we reserve all rights at our absolute discretion to suspend or terminate your Card and/or Card Account or limit the use of your Card at any time without prior notice to you. If we suspend or terminate your Card through no fault of yours, you will be entitled to a refund of any balance in your Card Account after deduction of any outstanding fees and charges.

- 14.2 If we detect unusual or suspicious activity on your Card Account, we may at our absolute discretion temporarily suspend and block the use your Card immediately until we can verify the activity. We will attempt to notify you by phone or short message service (SMS) or electronic mail if we decide to suspend or block the use of the Card.
- 14.3 You may terminate the Card by sending us a written letter requesting for such termination together with the physical Card cut in half across its microchip and magnetic strip. Refunds of the balance in your Card Account after deduction of any outstanding fees and charges shall be made to you.
- 14.4 The Card may be terminated at our sole and absolute discretion in the event there is no Card Transaction and the balance of the Card Value is maintained at the Minimum Card Value for a period of three (3) consecutive months or more.
- 14.5 You shall remain liable for all transactions effected through the use of your Card prior to effective termination of your Card and you shall be liable to pay us all fees and charges which remain outstanding, if any.

15. SERVICE FEE, OTHER FEES AND CHARGES

- 15.1 Maintenance fee shall be charged for the use of the Card which is chargeable upon activation and the fee shall be deducted from your Card Account effective from the date of activation of the Card.

All fees applicable and chargeable can be viewed in the table of fees attached to the terms and conditions of the Card and is effective at the point of time.

- 15.2 You agree and undertake to pay all fees arising out of and in connection with the use of your Card stated herein including but not limited to the maintenance fees, reload fee and such other fees and charges as we may prescribe from time to time.
- 15.3 You irrevocably authorise and agree that all such fees and charges payable by you as set out in this Agreement and listed on the Website may be debited by us directly from the available balance of your Card Account at such time as may be applicable and are non-refundable under any circumstances whatsoever.
- 15.4 We reserve the right to revise all fees and charges prescribed from time to time and to charge additional fees for new or additional services which may be offered by us in the future.
- 15.5 For full details of all the fees relating to the Card, please refer to our Website. Such fees/charges listed on our Website shall constitute and form part of this Agreement.

16. EXCLUSION OF LIABILITY

- 16.1 We are not liable in any way for any inconvenience, loss, damage, or embarrassment incurred or suffered in any of the following events:-
- (a) should your Card or PIN be rejected by a VISA Merchant or any terminal used to process Card Transactions, or if we decline or refuse for any reason to authorise any Card Transaction;

- (b) for any malfunction, defect or error in any terminal used to process Card Transactions, or other machines or system of authorisation whether belonging to or operated by us or other persons;
- (c) for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical, system, data processing, transmission or telecommunication defect or failure, Act of God, civil disturbance or any event or factor outside our control or the control of any of our servants, agents or contractors or any fraud or forgery;
- (d) any neglect, refusal or inability on our part to authorise or approve your Card or honour or effect any other transaction on your Card Account for any reason whatsoever;
- (e) for any damage or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card; and/or
- (f) for any interception or disclosure to any person (whether unlawful or otherwise) of any data or information relating to you, any Card Transaction or your Card Account transmitted through or stored in any electronic system or medium, howsoever caused.

17. LIMITATION OF LIABILITY

- 17.1 Without prejudice and subject to the terms and conditions herein, you hereby agree that our total liability arising from this Agreement shall not in any event exceed RM 1,000.00 or the actual damages proven, whichever is lower.

18. DISPUTED TRANSACTION ON GOODS AND SERVICES

- 18.1 We are not responsible and shall not be liable for the goods and services purchased with your Card, whether at the Merchant's premises, written instructions sent by mail, electronic mail or facsimile, telephone order, online internet or any other means by which you have authorised the use of your Card for the purchase of goods and services.
- 18.2 We are further not responsible for the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services purchased by you from Merchants with your Card. All disputes involving the same should be addressed directly to the Merchants from whom the relevant goods and services were purchased. You agree to settle all disputes directly with the Merchants who honoured your Card or the member institution of VISA concerned and you shall pay us all amounts required under this Agreement despite such disputes. You shall not initiate any claims or take legal action against us for any claims you have against the Merchants or for any issues with regard to the delivery, quality, safety, legality, fitness for purpose or any other aspects of the goods or services purchased by you from the Merchants.
- 18.3 You shall not be entitled to set-off or counterclaim against us or to withhold payment to us on account of such complaint or under any circumstances whatsoever in respect of your claim against the Merchants or the member institution of VISA.

- 18.4 When you use your Card, you should ensure that the transaction amount is correct on the sales voucher or transaction records given to you by Merchants or a financial institution before you sign or before entering your PIN at any electronic point-of-sales terminal and before you enter your PIN or other identifying number or password at an electronics banking facility. By signing a voucher or transaction report or entering your PIN or other identifying number or password at an electronic banking facility, you indicate your acceptance that the transaction amount is correct.

19. CONCLUSIVENESS OF EVIDENCE

- 19.1 Any of our records (including electronic, computer and microfilm stored records) of all matters relating to your Card Transactions are conclusive evidence of their accuracy and authenticity, and any certificate from us stating your record of transactions as at any specified date shall be conclusive as to their accuracy and authenticity and shall be binding on you for all purposes.
- 19.2 You shall be able to view your Card Transactions online except for those transactions that have been incurred but yet to be posted to your account via our Website. You are required to notify us in writing or via our Call Centre, if you discover any errors or inaccuracies within thirty (30) days from the date of the transaction failing which all entries in the transactions shall be deemed true and accurate.
- 19.3 Upon request by you, we shall make available printed copies of the statement of account detailing the Card transactions and a fee of RM5.00 per monthly statement shall be charged and payable by you and shall be debited from the Card. Copies of the statement of account shall be delivered, faxed and/or electronic mailed to you within fourteen (14) Business Days from the date of request. This request could only be processed subject to availability of funds in your account to cover the prescribed fee as stated.
- 19.4 You may request for copies of the sales draft subject always to their availability and we shall be entitled to charge a fee of RM15.00 per sales draft or such other fee as we shall in its absolute discretion prescribe and such fee shall be debited by us directly from the available balance of the Card account.
- 19.5 A statement of account which is duly certified by our authorised officer shall save and except for manifest error be conclusive evidence of the amount due and owing by you under the Card.

20. CHANGES TO AGREEMENT

- 20.1 We may at our absolute discretion amend, vary or delete any of the terms and conditions herein at any time and from time to time by giving a twenty one (21) days notice.
- 20.2 Any such amendment shall be effective and binding on you from the date specified in the notice which may be given to you in any one of the following manner:-
- (a) by posting on our Website;
 - (b) by display on our premises and/or authorised Card retail channels;
 - (c) by electronic mail to your last known electronic mail address in our records;
 - (d) by way of advertisement made once in any national newspaper;
 - (e) by ordinary post to your last address in our records; and/or

(f) by notice to you in any other manner as we may deem fit;

and you shall be considered to have accepted the changes and agreed to such amendments if you continue to keep or use the Card thereafter.

21. COMMUNICATION AND SERVICE OF DOCUMENTS

- 21.1 General communications and notices to all Cardholders shall be displayed on the Website.
- 21.2 Specific notices or communication to you shall be sent to the Specified Address by personal delivery, facsimile transmission, electronic mail or ordinary post and/or by short messaging services (“SMS”).
- 21.3 Communication and notices displayed on the Website shall be considered to have been received by you on the date of posting on the Website. Communication and notices sent by facsimile or electronic mail or SMS shall be considered to have been sent and received by you on the same day. Communication and notices sent by ordinary post shall be considered to have been delivered on the day immediately after the date of posting if sent by post to an address within Malaysia, and considered delivered five (5) days after the date of posting if sent outside of Malaysia.
- 21.4 You hereby agree that the service of any notices or any other legal process in respect of any claim arising from or connected with this Agreement may be effected on you by sending a copy of the same by prepaid ordinary post to the Specified Address and such postings shall be deemed good and sufficient service thereof on you whether or not the same shall be returned undelivered. Any failure by you to notify any change of your address resulting in the delay or return of notices, correspondences, and legal process shall not prejudice our rights and entitlement under this Agreement.

22. LAWFUL USE OF CARD

- 22.1 You shall not use the Card for any unauthorised, illegal or unlawful activities including but not limited to illegal online betting and gambling. We reserve the right to immediately terminate the Card if it is found that you have used the Card for any unlawful or illegal activity and/or transaction.
- 22.2 You shall not use the Card (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law or constitutes a breach of public policy of the country in which such transaction or activity is effected or takes place, or which is illegal or prohibited under the law or constitutes a breach of public policy of your country of residences.
- 22.3 You agree and undertake that the transactions effected using the Card and monies or funds to be used for top-up or reloads are neither obtained from any unlawful source nor related to any unlawful activities under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 subject to the amendments thereto.
- 22.4 You shall not pledge the Card or otherwise use the Card as security to any party for any reason whatsoever.

23. RIGHT OF SET-OFF AND CONSOLIDATION

- 23.1 In addition to any general right of set-off conferred by law or under any other agreement, you hereby agree that we may in our absolute discretion combine or consolidate the outstanding balance in the Card with all or any of the other existing Card Accounts of yours with us and you authorise us to set-off or transfer any sum standing to the credit of any one (1) or more of such accounts in or towards satisfaction of any sum due and payable to us under this Agreement by issuing a seven (7) days notice in advance.
- 23.2 Where such combination, consolidation, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Bank's prevailing rate of exchange which shall be determined by us at our sole discretion.

24. NO SET-OFF OR COUNTERCLAIM

- 24.1 Notwithstanding Clause 23 above, you shall not be entitled to any set-off or counterclaim against any amounts and/or fees and charges payable by you under this Agreement.

25. RECOVERY OF COSTS

- 25.1 Any costs, fees or expenses (including legal costs) that are incurred by us as a result of your breach of the terms and conditions of this Agreement or arising out of our enforcement of any of our rights hereunder shall be recoverable by us from you on a full indemnity basis.

26. REFERENCES TO RINGGIT MALAYSIA

- 26.1 All charges shall be paid by you in Ringgit Malaysia. Any references to ringgit and "RM" in this Agreement shall mean Ringgit Malaysia.

27. DELAY OR FAILURE TO EXERCISE RIGHTS

- 27.1 Any delay or failure by us to exercise our rights and/or remedies under this Agreement does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

28. ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES

- 28.1 We may provide at our sole discretion, additional services, benefits or programmes in connection with the use of your Card. Such additional services where provided, do not form part of our legal relationship with you and we may withdraw or change these services at any time without notice to you. Those additional services, benefits or programmes may be subject to their own terms and conditions.

29. CONSENT TO DISCLOSURE OF INFORMATION

- 29.1 You hereby warrant and undertake that all personal information provided by you to us is true, correct and complete. You shall ensure that all information provided to us are current and updated at all times. You agree to be bound by the terms of our Privacy Statement as found on the Website.
- 29.2 Subject to the consent given by you in the application form, you hereby authorize and consent to our disclosure of any information or document relating to you, your Card, your Card Account, your other particulars or affairs (financial or otherwise) or such other information as we may at our sole and absolute discretion deem fit to Bank Negara Malaysia and any other relevant authority having jurisdiction over us, to VISA and/or the VISA Merchant or other interested persons, related corporations and associates, and to such other party whomsoever and for such purposes as we may, at our sole and absolute discretion, deem fit.
- 29.3 You acknowledge and agree that in order for us to provide the services and/or privileges of the Card, the sharing, retrieval, updating and processing of your personal data will occur between Finexus Cards, our affiliates, VISA and any third party contractor in connection with the provision of the Card and you have consented to the same.
- 29.4 You agree that where your written permission is required by law or otherwise for any disclosure by us and any of our officers, employees, agents, contractors or service providers, the signing of the Card application form and/or the signing of the Card and/or usage of the Card shall constitute and be deemed to be sufficient written permission for such disclosure.
- 29.5 Disclosure of information pursuant to Clause 29 herein shall survive the termination of this Agreement.
- 29.6 You undertake to hold us harmless and keep us fully indemnified from and against all claims, losses, damages (including direct or indirect damages) or liability whatsoever and howsoever arising out of such disclosure of information by us or any error, inaccuracy or misstatement of such information whether caused by us or due to system or technical default or failure or otherwise.
- 29.7 You have read, understood and accepted that all terms and conditions contained in this Agreement and in connection with the use of the Card and that they are binding on you.

30. GOVERNING LAW AND JURISDICTION

- 30.1 This Agreement shall be governed by and interpreted in accordance with the laws of Malaysia and you hereby agree to:
- (a) submit to the non-exclusive jurisdiction of the Court of Malaya at Kuala Lumpur;
 - (b) waive any objection on the ground of venue or forums non-convenience or any similar grounds; and
 - (c) consent to service of any legal process by ordinary prepaid mail or in any other manners permitted by the relevant laws.

31. OTHER VERSIONS OF THIS AGREEMENT

- 31.1 In the event of any inconsistency between different versions of this Agreement, the English version shall prevail.

32. SEVERABILITY

- 32.1 The invalidity or unenforceability of any of the provisions herein shall not substantially nullify the underlying intent of this Agreement and any such invalid or unenforceable provision shall be severable and the invalidity or unenforceability of such terms or provisions of this Agreement shall not effect the validity or enforceability of other terms or provisions herein contained which shall remain in full force.

33. SUCCESSORS BOUND

- 33.1 This Agreement shall be binding on your heirs, personal representatives, legal representatives or successors in title.

34. INDEMNITY

- 34.1 You shall hold us harmless and fully indemnify us from and against all losses, damages, actions, proceedings, claims, demands, liabilities and costs and expenses whatsoever (including legal and other fees and disbursements) which we may incur directly or indirectly arising out of your use or misuse of the Card or your breach of any of the provisions herein or in enforcement of our rights hereunder.

35. TIME

- 35.1 Time wherever mentioned shall be the essence of this Agreement.

36. DISCREPANCY

- 36.1 Should there be any conflict or discrepancy between the terms and conditions of the Application Form and the terms and conditions herein, you agree that the terms and conditions more favourable to us shall prevail and be deemed as the governing and operative provision binding on you.

37. RECONSTRUCTION OF THE PARTIES

- 37.1 The liabilities and or obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any liquidation (whether compulsory or voluntary) or any change by amalgamation reconstruction or otherwise which may be made in the constitution of Finexus Cards.

38. PRESERVATION OF RIGHTS AND ENTITLEMENT

- 38.1 Notwithstanding anything in this Agreement, our rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Card by us.

39. COMPLAINTS

- 39.1 You may lodge any complaints in relation to the Card at the following channels or to such other channels as we may give notice to you from time to time:

By Post : Finexus Cards Sdn Bhd,
P.O. Box 11695,
50754 Kuala Lumpur

By Telephone : +6 03 8318 3100

By Facsimile : +6 03 8318 0761

By Electronic Mail : info@finexuscards.com

- 39.2 The complaint lodged must be supported by all relevant information and documents (if any). Our decision in relation to any complaints will be made on the basis of all relevant facts and not on the basis of inferences unsupported by evidence.

- 39.3 We shall resolve the complaints within fourteen (14) Business Days for receipt of such complaint complete with all relevant information and documents (if any).

- 39.4 Cardholders who are still unsatisfied with the decision by us may further lodge an appeal to Bank Negara Malaysia (BNM) at the following:

a) BNMLINK

Ground Floor, D Block
Jalan Dato' Onn
50480 Kuala Lumpur
Tel: +6 03 2698 8044 extension 8950 / 8958 (BNMLINK general line)

Operating Hours for BNM Head Office: 9.00 a.m. – 5.00 p.m. (Monday-Friday)

b) BNMTLELINK Contact Centre

MAIL

Laman Informasi Nasihat dan Khidmat (LINK)
Bank Negara Malaysia
P.O. Box 10922
50929 Kuala Lumpur

TELEPHONE/FACSIMILE/ELECTRONIC MAIL

Tel: 1-300-88-5465 (1-300-88-LINK)
(Overseas: +603 2174 1717)
Fax: +603 2174 1515
Electronic mail: bnmtelink@bnm.gov.my

Operating Hours: 9.00 a.m. – 5.00 p.m. (Monday-Friday)

SHORT MESSAGING SYSTEM (SMS)

SMS to 15888* in the following manner:

Services available	Delivery message
To submit enquiries or complaints to BNM	BNM TANYA [your enquiry/complaint]
<i>* Sender will be charged RM0.15 for sending a message and RM0.20 for receiving a message by the telecommunications service provider.</i>	

Note: BNM will respond to a public query or complaint (via SMS service) within 3 working days.

40. GUIDELINES

- 40.1 The terms and conditions contained herein are subject to the rules, regulations and guidelines of Bank Negara Malaysia and any other rules and regulations of other relevant bodies or authorities having jurisdiction over us, where applicable.

This Agreement is effective: 01 February 2017

Last update: 14 December 2016