

## **OCBC DEBIT CARDMEMBER'S AGREEMENT**

This Agreement contains the terms and conditions applicable to the Debit Card (defined below) issued by OCBC Bank (Malaysia) Berhad. Upon signing or using the Debit Card, the Cardmember (defined below) will be bound by this Agreement.

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement:

"**ATM**" means an automated teller machine of the Bank, OCBC Al-Amin Bank Berhad, other financial institutions or PayNet, whether within or outside Malaysia via ATM network (including but not limited to the ATM network of the Bank, Payments Network Malaysia Sdn Bhd (PayNet) or Mastercard International).

"**Cash Withdrawal**" means cash withdrawal from any ATM or point of sale terminal using the Debit Card.

"**Authorised Merchant**" shall include all merchants and other persons supplying goods and/or services.

"**Bank**" means OCBC Bank (Malaysia) Berhad and includes its successors-in-title and assigns.

"**Business Day**" means a day on which the Bank or any of its branches is open for business.

"**Cardmember**" means the person to whom the Debit Card is issued by the Bank.

"**Card Facilities**" means Cash Withdrawal, Retail Purchase, Contactless Purchase and such other facilities which the Bank may provide by written notice to the Cardmembers.

"**Card Transaction**" means transaction effected by using the Debit Card.

"**Contactless Purchase**" means the Card Facility that allows a Cardmember to effect Card Transactions for Retail Purchase, either by tapping or waving the Debit Card upon checkout to complete the purchase without requiring any signature, PIN or other authentication process.

"**Debit Card**" means the debit card issued by the Bank to a Cardmember pursuant to this Agreement and any substitution, replacements or renewals thereof. For the avoidance of doubt, such debit card may be issued under such card scheme as may be determined by the Bank in its sole and absolute discretion, including without limitation Mastercard, MyDebit and/or any other card schemes.

"**Designated Account**" refers to such of the Cardmember's savings or current account with the Bank which the Cardmember has designated for the Card Transaction for the purposes of this Agreement. The type or category of account which may be designated for purposes of performing Card Transaction shall be subject to such restrictions imposed by the Bank from time to time.

"**Foreign Exchange Administration Rules**" means the Notices on Exchange Administration Rules Malaysia issued pursuant to the Financial Services Act 2013 and all other regulations made pursuant thereto, as from time to time amended, extended, re-enacted or consolidated.

"**PIN**" means the Cardmember's personal identification number for use with the Debit Card and "TPIN" is his personal identification number for use through the telephone or other electronic means.

"**Retail Purchase**" means purchase of goods and/or services from any Authorised Merchant.

"**Security Codes**" means the security codes (including password, PIN, TPIN, encoded electronic strip, chip or digital certificate) to operate the Designated Account and perform the Card Transaction.

"**Statement of Account**" means the monthly statement issued by the Bank to the Cardmember in relation to the Designated Account.

1.2 In interpreting these terms and conditions:

(a) Words which refer to the singular shall include the plural and vice versa. Words which refer to the masculine gender shall include the feminine and neuter gender and vice versa.

(b) Reference to time of a day shall be construed as reference to Malaysian time.

(c) Reference to any law includes any amendments to the law.

## **2. DEBIT CARD AND PIN**

### **DEBIT CARD**

2.1 The Bank may at its absolute discretion issue a Debit Card to a Cardmember at his request, subject to these terms and conditions. A registration fee as prescribed by the Bank in its list of fees and charges is payable upon issuance of the Debit Card.

2.2 The Debit Card may be used for any Card Transaction. The Bank may at its discretion add to, remove or modify any Card Facilities with prior notice to the Cardmembers. The Cardmember acknowledges and agrees that in utilising any Card Facilities, the Cardmember shall be bound by such terms and conditions governing the use of such Card Facilities as may be relevant.

2.3 The Cardmember hereby authorises the Bank to deliver the Debit Card to him by such means as may be availed by the Bank. The Cardmember may personally collect the Debit Card from the Bank's branch. Alternatively, (where applicable) the Cardmember who agrees to bear the risks arising from the delivery of the Debit Card, including the risks that the Debit Card may be intercepted or retained by any other person or lost in transit, may request that the Bank deliver the Debit Card to the Cardmember at his risks. The Bank shall not be liable for any loss and damage not caused by the Bank's negligence and the Cardmember agrees to indemnify the Bank from such loss and damage.

2.4 The Debit Card is valid for the period prescribed by the Bank as printed on the Debit Card unless it is cancelled or terminated for any reason whatsoever under this Agreement. By accepting the Debit Card, the Cardmember is taken to have agreed to the Bank to issue him a renewal or replacement Debit Card before the current Debit Card expires or until the Cardmember advises the Bank in writing to cancel his Debit Card. Annual fees at such rate prescribed by the Bank are payable. The Cardmember hereby acknowledges that the Bank's acceptance of any annual fee shall not operate as a waiver of any of the Bank's rights in this Agreement and shall not prevent the Bank from exercising, enforcing or continuing to enforce any of its rights under this Agreement, including but not limited to any right of termination, cancellation or suspension.

2.5 The Debit Card remains the property of the Bank at all times. The Bank may at its discretion request for the Debit Card to be returned at any time, whereupon the Cardmember shall cut and return the Debit Card, immediately to the Bank.

2.6 Upon receipt of the Debit Card, the Cardmember shall promptly sign on the signature row at the back of the Debit Card. The Cardmember hereby agrees, covenants and undertakes that signing on and/or use of the Debit Card shall constitute acceptance by the Cardmember of the terms and conditions in this Agreement.

### **PIN TERMS OF USE**

2.7 The Cardmember may set the PIN through the means availed by the Bank, including making a personal attendance at the Bank's branch and setting the PIN assisted by the Bank's officer. The Cardmember who agrees to bear the risks arising from the delivery of the PIN by post, including the risks that the PIN mailer may be intercepted or retained by any other person or lost in transit, may request that the Bank deliver the PIN by post to the Cardmember at his risks. The Bank shall not be liable for any loss and damage not caused by the Bank's negligence and the Cardmember agrees to indemnify the Bank from such loss and damage. 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. The Cardmember should change the PIN from time to time for security reasons. The Cardmember shall be taken to have made and shall be fully liable for any Card Transaction effected with the PIN.

### **CARD FACILITIES**

2.8 Where the Cardmember uses the Debit Card for Cash Withdrawal at any ATM or Authorised Merchant which accepts the Debit Card in Malaysia or elsewhere, the Cardmember shall be bound by the Bank's Accounts and Services Main Terms and Conditions, including the terms and conditions in Part 3 governing the Electronic Services as amended from time to time. Such Cash Withdrawal may be subject to fees as set out in the Bank's list of fees and charges which may be revised with minimum 21 calendar days' notice prior to the effective date of the change.

2.9 Cash Withdrawal transactions made at point of sale terminals using Debit Card shall be subject to the following:

- (a) That the Cash Withdrawal shall be made together with a purchase made using Debit Card;
- (b) The amount of each Cash Withdrawal is within the limit specifically prescribed by the Bank and/or the relevant Authorised Merchant.

2.10 Retail Purchases may be performed using the Debit Card at Authorised merchants subject to such fees set out in the Bank's list of fees and charges which may be revised with minimum 21 calendar days' notice prior to the effective date of the change.

2.11 The Contactless Purchase facility is subject to such restrictions as may be imposed by the Bank, including but without limitation, the limit on the number and maximum aggregate amount of Card Transaction to be effected.

#### LAWFUL USE OF THE DEBIT CARD, PIN AND CARD FACILITIES

2.12 The Cardmember shall not use the Debit Card, PIN (whether for Cash Withdrawal or to effect payment or otherwise) and Card Facilities for any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity is effected or the law of the Cardmember's country of residence.

2.13 The Debit Card and the Card Facilities shall not be used to facilitate or as channels for money laundering and the Cardmember shall immediately notify the Bank if the Cardmember suspects that his Debit Card and the Card Facilities are being used for or related to any unlawful activities. The Cardmember shall at all times comply with all laws and regulations made pursuant to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and tax laws as may be revised from time to time.

#### OVERSEAS TRANSACTIONS

2.14 The Debit Card may not be used outside Malaysia, unless and until the Cardmember has opted to do so by telephone instruction given to the Bank's Contact Centre, or by written instruction given to the Bank, or in such other manner as may be notified by the Bank. Card Transactions made outside Malaysia must be in the official currency of that country or a currency acceptable to Mastercard International, PayNet and/or any other franchise held by the Bank.

2.15 Card Transactions performed outside Malaysia are subject to such administration fees which may be imposed by Mastercard International, PayNet and/or any other payment processing franchise. In addition, 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.

2.16 The Cardmember must comply with all the Foreign Exchange Administration Rules of Malaysia and/or the exchange control regulations of any other country where the Card Transaction is executed and shall be liable for any infringement of such regulations, including any amendments thereto.

2.17 The Bank may from time to time give notice of particular country or countries in which the Debit Card may not be used, and the Bank shall not be liable for any loss or damage suffered or incurred for the non-availability of Card Facilities in such country or countries.

#### CARD-NOT-PRESENT TRANSACTIONS

2.18 The Debit Card may not be used to perform card-not-present transactions, unless and until the Cardmember has opted to do so by telephone instruction given to the Bank's Contact Centre, or by written instruction given to the Bank, or in such other manner as may be notified by the Bank. Card-not-present transactions include but are not limited to Card Transactions performed through internet, mobile devices, telephone, fax transmission and mail. The Cardmember acknowledges that card-not-present transactions are exposed to risks of fraud.

### **3. DESIGNATED ACCOUNT AND DEBIT CARD LIMIT**

#### **DEBIT CARD LIMIT**

3.1 The Cardmember shall ensure that there are sufficient cleared funds in the Designated Account to perform his Card Transactions unless the Cardmember has otherwise made prior arrangements with the Bank. The Bank may impose any limit on the usage of the Debit Card, including but not limited to the daily monetary limits on Cash Withdrawals and Retail Purchases. Subject always to the maximum daily limits imposed by the Bank, the Cardmember may vary the daily limits via the Bank's and OCBC Al-Amin Bank Berhad's ATMs, or by written instruction given to the Bank, or in such other manner as may be notified by the Bank from time to time. The Bank has no duty to ensure that the Cardmember does not exceed such limits.

#### **LIABILITY FOR CARD TRANSACTIONS**

3.2 The Cardmember shall be fully liable and responsible for all Card Transactions effected by the use of his Debit Card(s).

#### **HOLD ON DESIGNATED ACCOUNT**

3.3 The Bank may set aside or place a hold on the Cardmember's Designated Account in respect of any Card Transaction on the day such Card Transaction is presented to the Bank for payment or on the day the Bank receives notice of such Card Transaction. Such an amount set aside or held is only an estimated sum of the actual Card Transaction and may not be identical to the actual Card Transaction. Should the Bank set aside or hold any amount, the balance in the Cardmember's Designated Account shall be reduced by such amount set aside or held by the Bank. The Cardmember may not stop payment on such Card Transaction nor use any sum set aside or held by the Bank from his Designated Account.

Where applicable, the Bank may set aside or hold such sums from the Cardmember's Designated Account for such period(s) as the Bank deems fit after which the Bank shall debit the Designated Account for the full amount of the actual Card Transaction.

The Cardmember agrees on the pre-authorisation amount of RM200 or such other amount as may be notified by the Bank by notice posted on [www.ocbc.com.my](http://www.ocbc.com.my) or in such other manner from time to time, which will be charged to the Designated Account when the Cardmember uses the Debit Card at any automated fuel dispensers within Malaysia for petrol purchases. The Cardmember further agrees that the Bank may hold the said pre-authorisation amount up to 3 business days after the transaction date before releasing any excess amount held from the Designated Account.

#### **CARD LIMIT EXCEEDED**

3.4 In calculating whether the Debit Card daily spending limit has been exceeded, the Bank may take into account the amount of any Card Transaction not yet debited from the Designated Account and of any authorisation given by the Bank to a third party in respect of a prospective Card Transaction.

### **4. OPERATING THE DESIGNATED ACCOUNT**

#### **DEBITING OF DESIGNATED ACCOUNT**

4.1 The Bank will debit the Cardmember's Designated Account with the amount of all Card Transactions.

#### **OVERDRAWN DESIGNATED ACCOUNT**

4.2 The Bank may at its discretion allow the Cardmember's Designated Account to be overdrawn. The Bank may charge overdraft interest at such rate(s) determined by the Bank based on the amount of the overdrawn balance existing at any time on the Cardmember's Designated Account. The Bank may debit the overdraft interest from the Cardmember's Designated Account monthly or at such other intervals as the Bank may determine. The Cardmember shall on demand pay such amount overdrawn, together with such interest as may be prescribed by the Bank from time to time. Under no circumstance shall this be construed as obliging the Bank to continue granting such facility to the Cardmember.

#### **CHANGE OF DESIGNATED ACCOUNT**

4.3 The Cardmember may change his Designated Account, by designating another savings or current account of the Cardmember with the Bank (new Designated Account) in place of the existing Designated Account for the purposes of this Agreement. The Cardmember may change his Designated

Account by personally visiting any of the Bank's branches, or in such other manner as may be notified by the Bank. The change shall take effect from such date as may be determined by the Bank. Until and unless the change of Designated Account has been duly registered in the Bank's systems, this Agreement shall continue to apply to any Card Transactions for which amounts have been set aside from the previous Designated Account.

## **5. FEES, CHARGES & TAXES**

5.1 The Bank shall be entitled to impose and deduct from the Designated Account the following:-

(a) fees and charges applicable for annual fee, issuance and replacement of the Debit Card, Card Transactions, Card Facilities and overdraft interest (where applicable) at such rates as may be applicable from time to time;

(b) any value added tax, withholding or other taxes, levies or charges on any Card Transactions or Card Facilities; and

(c) any legal fees and costs (on a solicitors and own client basis) incurred by the Bank for any interpleader, recovery or any other proceedings.

If deductions cannot be made, such sums with interest thereon at the rate determined by the Bank (calculated from date such sums expended by Bank) shall be paid to the Bank on demand. The liabilities of the Cardmember shall survive the termination of the banker customer relationship.

5.2 The fees and charges are available from the Bank's branches, website or any other delivery channel of the Bank. The Bank may vary such fees and charges with minimum 21 calendar days' notice prior to the effective date of the change.

## **6. LOST, STOLEN AND/OR MUTILATED DEBIT CARD**

6.1 Save as hereinafter provided the Cardmember shall be and shall remain liable to the Bank for all amounts incurred in the Card Transactions, including but not limited to fees, charges, taxes and overdraft interest where applicable through the use of the Debit Card. The Cardmember shall use all reasonable precautions to prevent the loss, theft or fraudulent use of the Debit Card and to prevent the disclosure of the Cardmember's PIN to any other person. If any Debit Card is lost or stolen or PIN is disclosed or misplaced or compromised or a renewal or replacement Debit Card is not received, the Cardmember must notify the Bank immediately. The 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, the Cardmember shall continue to remain liable to the Bank for all amounts whatsoever arising from all Card Transactions together with fees, charges, taxes and overdraft interest where applicable.

6.2 The Cardmember will be liable for PIN-based unauthorised transactions if he has:

(i) acted fraudulently, or

(ii) delayed in notifying OCBC Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of his Debit Card, or

(iii) voluntarily disclosed his PIN to another person, or

(iv) recorded his PIN on the Debit Card, or on anything kept in close proximity with his Debit Card, and could be lost or stolen with the Debit Card.

The Cardmember will be liable for signature-based unauthorised transactions if he has:

(i) acted fraudulently, or

(ii) delayed in notifying OCBC Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of his Debit Card, or

(iii) left his Debit Card or item containing his Debit Card unattended, in places visible and accessible to others; or

(iv) voluntarily allowed another person to use his Debit Card.

6.3 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 Ombudsman for Financial Services (OFS).



## REPLACEMENT OF LOST, STOLEN OR MUTILATED DEBIT CARD

6.4 The Bank may at its discretion issue a replacement Debit Card upon such terms and conditions as the Bank may deem fit, and the Bank reserves the right to charge a replacement fee as set out in the Bank's list of fees and charges in respect of any lost or stolen Debit Card. Such card replacement fee shall be debited from the Designated Account and shall not be refundable.

## 7. TERMINATION OF DEBIT CARD AND DESIGNATED ACCOUNT

### TERMINATION UPON CLOSURE OF DESIGNATED ACCOUNT

7.1 The Bank and the Cardmember may close the Designated Account in accordance with the provisions in the Bank's Accounts and Services Main Terms and Conditions. Upon closure of the Designated Account, whether by the Bank or the Cardmember, the Debit Card may not be used unless the Cardmember has other savings or current account with the Bank and he designates such other savings or current account for use with the Debit Card. However, if the Cardmember has no other savings or current account with the Bank which may be designated for use with the Debit Card, the Card Facilities shall be terminated even though the Debit Card is not returned to the Bank for cancellation.

### CARDMEMBER'S RIGHT TO TERMINATE

7.2 The Cardmember may terminate the Debit Card by giving written notice to the Bank or by cutting the Debit Card into halves. The Cardmember may, subject to such terms imposed by the Bank, suspend or terminate the utilisation of any of the Card Facilities via the Bank's ATMs, or by telephone instruction given to the Bank's Contact Centre, or by written instruction given to the Bank, or in such manner as may be notified by the Bank from time to time.

### OBLIGATIONS UPON TERMINATION

7.3 Upon the termination of the Card Facilities, the Cardmember shall not continue to use his Debit Card. The Cardmember's obligations under this Agreement will continue and the Bank shall remain to be entitled to debit the Cardmember's Designated Account for all amounts incurred in or related to Card Transactions that are carried out before or after the termination of the Card Facilities, including all fees, charges, taxes and overdraft interest where applicable. Until such amounts are paid in full, the Cardmember (and any other person, if any, in whose name the Designated Account is maintained) shall remain liable to the Bank for such amounts.

## 8. LIABILITY

### LIABILITY OF CARDMEMBER

8.1 The Cardmember shall be liable for and shall pay the Bank the outstanding balances on the Cardmember's Debit Card and/or Designated Account, including all sums, fees, charges, taxes and overdraft interest where applicable, effected or debited from his Debit Card and/or Designated Account in accordance with this Agreement (whether before or after the termination of the use of any Debit Card or Debit Cards).

### LIABILITY OF JOINT ACCOUNT HOLDERS

8.2 A joint account shall not be used as a Designated Account unless such joint account may be operated by any account holder singly. Where the Designated Account is in joint names and may be operated by any account holder singly, the Bank may at its absolute sole discretion, at the request of any holder of the Designated Account, issue a Debit Card to each of them. All the account holders of the joint Designated Account are jointly and severally liable for, and shall pay the Bank on demand, any and all amounts due and owing on the Debit Card and/or Designated Account and/or under this Agreement, as if each account holder of the joint Designated Account is the Cardmember.

8.3 Where a joint account operated singly is used as a Designated Account pursuant to clause 8.2 above, a request to change the mandate to operate the joint account jointly will result in the discontinued use of the joint account as the Designated Account. In such event, the Cardmember(s) will have to change the Designated Account in accordance with clause 4.3 above, failing which the Cardmember(s) may no longer use the Debit Card(s).

## **9. EXCLUSION OF LIABILITY**

### **DEBIT CARD AND CARD FACILITIES**

9.1 The Bank shall not in any circumstance be liable:

(a) should any Debit Card or use of Card Facilities be rejected by any Authorised Merchant or any terminal used to process Card Transactions or in connection with the Card Facilities or if the Bank refuses for any reason to authorise any Card Transaction;

(b) for any malfunction, defect or failure of any electronic, mechanical system, network, terminal or any data processing system, computer or telecommunications system (collective, "Systems") used to process Card Transactions or to facilitate the usage of Card Facilities, or of other machines or system of authorisation whether belonging to or operated by the Bank or other persons unless the malfunction, defect or failure is attributable to the Bank's negligence;

(c) for any delay or inability on the Bank's part to perform any of its obligations under this Agreement because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, terrorism, civil disturbance or any event outside the reasonable control of the Bank or the reasonable control of any of the Bank's servants, agents or contractors;

(d) for any damage to or loss or inability to retrieve any data or information that may be stored in the Debit Card or any microchip or circuit or device in the Debit Card; and

(e) for any :

- (i) injury to the Cardmember's credit, character and reputation in relation to the Bank's repossession or the Bank's request for its return;
- (ii) delay in the release of any amount placed on hold on the Designated Account, unless the delay is caused solely by the Bank's gross negligence;
- (iii) failure by the Bank to follow payment instructions (including but not limited to GIRO or other standing payment instructions) given by the Cardmember due to insufficient available funds in the Designated Account or insufficient available funds arising from the Bank putting amounts in the Designated Account on hold or the delay in releasing such hold unless the delay is caused solely by the Bank's gross negligence; and
- (iv) holding placed on the Designated Account upon receipt of a request for authorisation of a Card Transaction or a notice of a Card Transaction or a request for payment (including but not limited to a request by electronic means) notwithstanding that such request or notice were unauthorised or forged or that the Card Transaction was not carried out or rescinded.

9.2 The Bank will take reasonable efforts to rectify any defect, malfunction or failure of any of the Systems under the Bank's control in order to restore the affected processing of Card Transaction and use of Card Facilities in order to mitigate the adverse consequence arising from such defect, malfunction or failure.

### **PROBLEMS WITH GOODS AND SERVICES**

9.3 The Bank shall not be liable in any way should the Cardmember encounter any problems with the goods and services obtained through the use of the Debit Card nor shall the Bank be responsible for any benefits, discounts or programmes of any Authorised Merchant that the Bank makes available to the Cardmember.

9.4 If the Cardmember has any complaint against an Authorised Merchant, the Cardmember shall resolve such dispute with such merchant. Any such dispute is between the Cardmember and the Authorised Merchant and the Bank shall not be considered to be a party to such dispute. The Bank shall not be liable or responsible for the quantity, quality, merchantability, fitness for purpose or any other aspect of the goods and services supplied by an Authorised Merchant to the Cardmember or in respect of any contract or transaction entered into by such merchant with the Cardmember connected with the use of the Debit Card.

9.5 The Bank will credit the Designated Account with the amount of any refund only on the receipt of the same supported by a credit voucher properly issued by the Authorised Merchant. The Cardmember acknowledges and agrees that any refund of any amount previously charged to his Debit Card may be subject to such terms, conditions, rules, procedures and/or guidelines as may be issued by the relevant card scheme from time to time.

9.6 In spite of the non-delivery or non-performance or defects in any such goods and services, the Cardmember shall pay the Bank the full amount shown in the Statement of Account. The liability of the Cardmember and his obligation to make payment to the Bank shall not be affected by any dispute or counterclaim or right of set-off which the Cardmember may have against the Authorised Merchant.

## **10. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES**

### **CONCLUSIVE EVIDENCE**

10.1 The Bank's records (including electronic, computer and microfilm stored records) of all matters relating to the Debit Card, the Designated Account and/or of the Cardmember and any certificate from the Bank stating the Cardmember's liability to the Bank as at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on the Cardmember.

### **STATEMENTS**

10.2 The Bank will send to the Cardmember the statements of account in relation to the Designated Account ("Statement of Account") at such intervals as may be provided for in and governed by the Bank's Accounts and Services Main Terms and Conditions governing the Designated Account. The Statement of Account shall be conclusive evidence and binding on the Cardmember in the absence of manifest error. The Cardmember shall verify all entries in any Statement of Account and notify the Bank in writing (or by any other means permitted by the Bank) of any error or discrepancies in the Statement of Account within 14 days (or such other period as may be determined by the Bank) from date of the Statement of Account. If the Bank does not receive any notification within the stipulated time, the entries in the Statement of Account shall be taken to be correct, conclusive and binding on the Cardmember. The Bank may reverse any incorrect or mistaken entry notwithstanding such acceptance by the Cardmember.

## **11. AMENDMENTS**

### **AMENDMENTS TO THE AGREEMENT**

11.1 The Bank may at any time at its discretion and upon 21 calendar days advance written notice to the Cardmembers, supplement or change any one or more of the terms and conditions in this Agreement. Such change(s) shall take effect from the date stated in the notice. If a Cardmember does not accept such change(s), he shall forthwith discontinue use of the Debit Card and instruct the Bank to terminate the Debit Card. Where a Cardmember continues to use the Debit Card after such notification, the Cardmember shall be taken to have agreed with and accepted such change(s).

### **RIGHT TO VARY FEES AND CHARGES**

11.2 The Bank may at any time at its discretion and upon minimum 21 calendar days advance written notice to the Cardmembers, change the prevailing rate and/or amount of any fees or charges payable by the Cardmembers as stated in the Bank's list of fees and charges. Such revised fee(s) and change(s) shall take effect from the date stated in the notice.

11.3 The written notice for the amendments, variations or changes in this clause may be given in any one of the manner provided in clause 14.4 and shall be taken to be communicated to and received by the Cardmembers on the date specified in clause 14.5(c).

## **12. DISCLOSURE**

12.1 Subject to the Cardmember's express instruction (if any) restricting disclosure, the Cardmember's personal data, account details and relationship with the Bank ("Information") will be disclosed to persons or bodies to whom the Bank is legally required or permitted by law to disclose or is approved in writing by Bank Negara Malaysia to disclose or is now or hereafter permitted in writing by the Cardmember to disclose.

12.2 Without limiting clause 12.1, the Cardmember expressly consents to the disclosure of the Information to the parties and for the purposes set out in the table below:



	<b>Parties to whom Information can be disclosed</b>	<b>Purposes/Circumstances for disclosure of Information</b>
(a)	The Bank's data processors and service providers, both within and outside Malaysia;	For the performance of services for the Bank
(b)	The Bank's Related Corporations and associated companies, both in or outside Malaysia, their assignees and successors-in-title;	For cross selling, service improvement and market research.
(c)	Regulatory authorities/law enforcement bodies both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States;	For compliance with law and regulations
(d)	Third parties who intend to settle the Cardmember's indebtedness;	For settlement of the Cardmember's indebtedness
(e)	PayNet/Mastercard International or other franchise, Authorised Merchants and third parties with or through whom any Card Transactions are entered into or Card Facilities provided;	For compliance of procedures imposed by PayNet/Mastercard International or other franchise or for resolution of or negotiation over any claims or disputes and for handling queries arising from or in connection with any Card Transactions or Card Facilities
(f)	Lawyers, specialists in fraud, information technology and other professionals/consultants/specialists who render professional or specialist services to the Bank in relation to any matter of law or any other matters requiring professional or specialist knowledge or advice;	For professional advice and consultation from professionals engaged by Bank
(g)	The Cardmember's authorised agents, executor, administrator or legal representative; and	For management of the Cardmember's affairs
(h)	The Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title.	For reorganization including disposal of the whole or any part of the Bank's business.

12.3 The Cardmember acknowledges having read the Bank's Privacy Policy posted at the Bank's website which notified him that:

- (a) the Bank may collect his personal data directly from him or from third party sources;
- (b) purpose for which his personal data is collected;
- (c) his right to access his personal data and correct it;
- (d) the class of third parties to whom the Bank may disclose his personal data;
- (e) the choices and means for limiting the processing of his personal data;
- (f) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data;
- (g) that he may update his personal data as soon as there are changes; and
- (h) the Bank's contact details if he wishes to make inquiries or give feedback.

12.4 The Cardmember irrevocably consents to and authorises the Bank to conduct credit checks and verify information given by the Cardmember to the Bank, with any party (including without limitation with any credit bureau, organisation or corporation set up for the purposes of collecting and providing credit or other information). The Cardmember irrevocably grants consent to the relevant credit reporting agency(ies) (as defined under the Credit Reporting Agencies Act, 2010) ("CRAs") with whom the Bank conducts credit checks to disclose his credit report / information to the Bank for the purpose of this Agreement and for the Bank's risk management and review. The Bank is hereby authorised but is under no obligation to convey the Cardmember's consent and the purpose of such disclosure to the relevant CRAs.

12.5 Subject to the Cardmember's express instruction (if any) restricting disclosure, consents to the Bank's disclosure of his personal data (limited to name and contact details) to organizations within the OCBC Group (in Malaysia) which are in an arrangement or alliance with the Bank, for the purpose of direct marketing of these organizations' products and services. The Cardmember may at any time withdraw his consent for direct marketing of such products or services by written request to the Bank.

### **13. SET OFF AND CONSOLIDATION**

The Bank may with 7 days prior notice, combine and consolidate all or any of the accounts of the Cardmember maintained with the Bank and set-off or transfer credit balance in any such accounts including joint accounts in or towards discharge of all sums due to the Bank from the Cardmember. Where the sums are in different currencies, the Bank may make the necessary conversion at the Bank's prevailing exchange rates. The Bank may with 7 days prior notice transfer the credit balance in any account towards discharge of all or any sums due under any account of the Cardmember with any member of OCBC Group.

### **14. NOTICES**

#### **INSTRUCTIONS AND NOTICES FROM THE CARDMEMBER**

14.1 All notices and written instructions given by the Cardmember to the Bank must be sent to the branch where the Designated Account is maintained. Such notices and written instructions are delivered when the Bank has acknowledged receipt of the notice or written instruction.

14.2 The Bank may rely upon and act on the Cardmember's instructions, whether given by telephone, post, facsimile transmissions or other electronic means. The Bank will only carry out instructions in accordance with its established and regular business practices, procedures and policies and may decline any instructions without liability to the Cardmember.

14.3 The Bank may record all telephone conversations and instructions and may use such recordings and transcripts as evidence in any dispute.

#### **NOTICES FROM THE BANK**

14.4 The Bank may give any communication or notice to the Cardmember by post, notification in the mass media, posting the notice in the Bank's branches, inserting the notice into the Statement of Account, electronic transmission (including via facsimile, mobile phones, other devices or the internet) or by posting at the Bank's website or at the Bank's ATMs or other terminals of the Bank.

14.5 Such notices or communications from the Bank:-

(a) if sent by post or courier addressed to the Cardmember at his address registered with the Bank is taken as served on the Cardmember:

- (i) within three (3) days after posting if the Cardmember's address is in Malaysia and within five (5) days after posting if his address is outside Malaysia; or
- (ii) on the same day that it is left at the address of the Cardmember, if despatched by courier; or

(b) if transmitted to such facsimile number, mobile phone/device number, email of the Cardmember registered with the Bank, is taken as served on Cardmember immediately upon transmission; or

(c) if posted in the branch, at the Bank's website or in the mass media, such notice is taken to have been made on the date stipulated in the notice and if no date is stated, on the date of posting or publication.

### **15. GENERAL TERMS**

15.1 The provisions of this Agreement shall supplement and not replace the provisions of any agreement(s) the Cardmember may have with the Bank with respect to any Designated Account, including the Accounts and Services Main Terms and Conditions, any other agreement(s) between the Bank and the Cardmember or any of the Bank's rights arising under any such agreement(s). In the event of inconsistency, this Agreement shall prevail to the extent of such inconsistency with respect to the use of the Debit Card and matters connected therewith. The remedies under this Agreement are cumulative and are not exclusive of the remedies provided under the law.

15.2 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.

15.3 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.

15.4 All matters arising out of the issuance or use of the Debit 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.

15.5 The Bank shall be entitled to appoint collection agencies to collect all sums due to the Bank from the Cardmember under this Agreement.

15.6 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.

15.7 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.

## **16. DISPUTES AND ENQUIRIES**

16.1 If the Cardmember has any enquiries or requires any assistance or wishes to raise any dispute, the Cardmember may call the Bank at 03-8317 5000 or access the "Contact Us" button on the Bank's website. In addition, the Customer is advised to read the Bank's Privacy Policy, Security Statement and Client Charter on the Bank's website.

16.2 A Cardmember who wishes to raise any dispute will be required to furnish certain requisite particulars, including but not limited to the Cardmember's name, the affected account, date of the disputed transaction, amount of the disputed transaction and reason why the Cardmember believes that it is a disputed transaction. All disputes will be investigated by the Bank and if found to be false, will be rejected. If payment had been made on the dispute, the payment must be refunded to the Bank and all expenses incurred in the investigation and in recovering the payment shall be borne by the maker of the false dispute. In addition, police report will be lodged against all false disputes.