

Read this Product Disclosure Sheet before you decide to apply and take up the OCBC Business Debit Card. Make sure you also read the OCBC Business Debit Card Cardmember's Agreement (the "Agreement") before signing the Agreement and using the OCBC Business Debit Card. Unless otherwise provided, all references to "OCBC", "we" or "us" shall mean OCBC (Malaysia) Bank Berhad (Co.Reg.No. 199401009721/295400-W)

### 1. What is this product about?

OCBC Business Debit Card is a payment instrument that allows you to withdraw cash and pay for goods and services. We may issue one or more OCBC Business Debit Cards to your authorised user or users who is/are authorised by you to operate the Designated Account (as defined below) through the use of your OCBC Business Debit Card (the "Cardholder(s)"), pursuant to your instructions and subject to the Agreement. The Cardholder(s) will be named on your OCBC Business Debit Card. All transaction amounts effected by using your OCBC Business Debit Card will be directly paid for and debited from your selected OCBC current or deposit account (the "Designated Account"). The Designated Account must be maintained with us and linked to your OCBC Business Debit Card.

If you close the Designated Account, your OCBC Business Debit Card will be automatically cancelled or terminated.

### 2. What do I get from this product?

Your OCBC Business Debit Card- may be used for the following:

#### • ATM Cash Withdrawal

Withdraw cash from 1 million ATMs locally and overseas where the OCBC, MEPS and Mastercard logo are displayed.

#### Payment Convenience

Make purchases of goods and services (retail purchases) at all participating merchants worldwide, either at a Point Of Sale (POS) terminal or by way of card-not-present (CNP) transactions (see below). Your OCBC Business Debit Card may only be used overseas and for CNP transactions after you have opted to do so (see below).

#### • Contactless Purchase

Make retail purchases by tapping your OCBC Business Debit Card on a POS terminal with a contactless reader. No PIN is required for each contactless transaction up to RM250 in Malaysia. Read more on the contactless functionality below. Other features of the OCBC Business Debit Card include:

#### • Personal Identification Number (PIN) and One-Time-Password (OTP)

Cardholder(s) is required to set a PIN which the Cardholder(s) will be required to provide in order to effect the transactions stated above. If your OCBC Business Debit Card is used for an online purchase requiring strong authentication, the Cardholder(s) is required to generate and obtain a One-Time-Password (OTP) from OCBC OneToken. The Cardholder(s) must keep the PIN and OTP safe, secure and strictly confidential at all times to avoid unauthorised or fraudulent transactions using your OCBC Business Debit Card.

#### • Your options to perform overseas and card-not-present (CNP) transactions

(i) All OCBC Business Debit Cards are blocked by default from overseas transactions and CNP transactions such as purchases via online, mail order, fax order or telephone orders.

(ii) You must opt-in first before your OCBC Business Debit Card may be used for overseas and CNP transactions. You may opt-in during account opening or OCBC Business Debit Card application, or any time thereafter via your written instructions by completing our maintenance form and send it to us via email or visit any of our OCBC branches or in such other manner as may be notified by us.

(iii) You can choose to opt-in or opt-out from time to time.

#### • Better financial management by setting daily transaction limits

(i) Set your "Daily Purchase Limit" and "Daily Withdrawal Limit" based on your comfort level but subject to the maximum of RM5,000 for each limit via your written instruction by completing our maintenance form and send it to us via email or visit any of our OCBC branches or in such other manner as may be published by us in bank website [www.ocbc.com.my](http://www.ocbc.com.my). Your contactless purchase limit is part of your "Daily Purchase Limit".

(ii) You can set the Daily Purchase Limit to RM0 if you do not want to have the purchase function on your OCBC Business Debit Card.

#### • SMS transaction alerts

The Cardholder(s) will receive SMS alerts when transactions are above a threshold amount. You can set the threshold amount by visiting any of our OCBC branches. Please update OCBC on the change of your mobile phone number as and when the changes occurred to prevent the Cardholder(s) from any potential unauthorised transactions.

### 3. What are the key terms and conditions?

#### • Liability for Card Transactions

You are fully liable and responsible for all transactions effected by the use of your OCBC Business Debit Card (the "Card Transactions"), whether or not executed with your knowledge or authority (except for fraud or scam related) and notwithstanding that the available credit balance or spending limits (as the case may be) applicable to the Designated Account or your OCBC Business Debit Card shall have been exceeded.

#### • Pre-Authorisation amount for automated fuel dispenser

A pre-authorisation amount of RM200 will be earmarked in your Designated Account for payment made using your OCBC Business Debit Card at an automated fuel dispenser. The pre-authorisation amount will be released and actual transaction amount debited from the Designated Account within 3 working days after the transaction date. If the Designated Account does not have an available balance of minimum RM200, the automated fuel dispenser transaction will be rejected.

#### • Contactless functionality

(i) You have the option to turn on/off the contactless function during account opening, OCBC Business Debit Card application, or any time thereafter via your written instruction by completing our maintenance form.

(ii) If you choose to turn on this function, you must select a cumulative contactless purchase limit of up to RM500 and cumulative contactless purchases of up to 5 transactions via your written instructions by completing our maintenance form. Send it to us via email or visit any of our OCBC branches or in such other manner as may be notified by us.

(iii) If the contactless purchases have exceeded the cumulative contactless purchase limit and/or cumulative contactless purchase count that you selected, the Cardholder(s) is required to enter a PIN to authorise the transaction. Once the Cardholder(s) have performed a PIN transaction at a POS terminal, the cumulative contactless purchase limit and the number of cumulative contactless purchases will be reset to zero so that the Cardholder(s) can continue to use your OCBC Business Debit Card for the next contactless purchase.

#### 4. What are the fees and charges you have to pay?

Please refer overleaf.

#### 5. What are the major risks?

If your OCBC Business Debit Card is lost or stolen, or PIN is compromised, third parties may use your OCBC Business Debit Card by the following means (which are not exhaustive):

- ATM cash withdrawals
- Retail purchases including overseas and CNP transactions (if you have opted in to enable such transactions)

#### 6. What are your and/or the Cardholder(s)' obligations?

- Make one application of business debit card/-i ("BDC/-i") from either OCBC Bank (Malaysia) Berhad or OCBC Al-Amin Bank Berhad. Your application to OCBC Bank (Malaysia) Berhad will be rejected if you are an existing BDC-i holder of OCBC Al-Amin Bank Berhad
- Abide by the OCBC Business Debit Cardmember's Agreement and the related terms and conditions for the use of the OCBC Business Debit Card and the Accounts and Services Main Terms and Conditions relating to the Designated Account.
- Take reasonable steps to keep your OCBC Business Debit Card and PIN secure at all times, including at the place of residence. These include the following: (i) Do not disclose the OCBC Business Debit Card details or PIN to any other person; (ii) Do not write down the PIN on the OCBC Business Debit Card, or on anything kept in close proximity with the card; (iii) Do not use a PIN selected from birth date, identity card, passport, driving licence or contact numbers; and (iv) Do not allow any other persons to use your Business Debit Card and PIN.
- Notify OCBC Contact Centre as soon as reasonably practicable after having discovered that your OCBC Business Debit Card is lost, stolen, an unauthorised transaction had occurred, or the PIN may have been compromised.
- Notify OCBC Contact Centre immediately upon receiving an SMS transaction alert if the transaction was unauthorised.
- Notify OCBC Contact Centre immediately of any change in your or Cardholder(s)' contact number;
- Check the monthly current or deposit account statement and report any discrepancy without undue delay.
- If you and/or the Cardholder(s) dispute any transaction, you and/or the Cardholder(s) have to provide particulars including your and/or the Cardholder(s)' name, the affected account, date and amount of the disputed transaction and the reason why you and/or the Cardholder(s) believe it to be a disputed transaction. All disputes will be investigated and, if found to be false, it will be rejected. If payment had been made by OCBC to you on the false dispute, the payment must be refunded by you, and all expenses incurred which warrant the bank to charge in recovering the dispute amount, payment will be borne by you. In addition, a police report may be lodged against all false disputes.
- You must ensure that there are sufficient funds in your Designated Account, before using your OCBC Business Debit Card to make payment.

#### 7. What do you and/or Cardholder(s) fail to fulfil your and/or the Cardholder(s)' obligations?

- You will be liable for PIN-based unauthorised transactions if you and/or the Cardholder(s) have: (i) acted fraudulently, or (ii) delayed in notifying OCBC as soon as reasonably practicable after having discovered the loss or unauthorised use of the OCBC Business Debit Card, or (iii) voluntarily disclosed the PIN to another person, or (iv) recorded the PIN on the OCBC Business Debit Card, or on anything kept in close proximity with the OCBC Business Debit Card, and could be lost or stolen with the OCBC Business Debit Card.
- You will be liable for unauthorised transactions which require PIN or with contactless card, if you and/or the Cardholder(s) have: (i) acted fraudulently, or (ii) delayed in notifying OCBC as soon as reasonably practicable after having discovered the loss or unauthorised use of the OCBC Business Debit Card, or (iii) left the OCBC Business Debit Card or item containing the OCBC Business Debit Card unattended, in places visible and accessible to others; or (iv) voluntarily allowed another person to use the OCBC Business Debit Card.

#### 8. What do you need to do if there are changes to your and/or the Cardholder(s)' contact details?

It is important that you inform OCBC of any change in your and/or the Cardholder(s)' contact details to ensure that all correspondences and communication reach you and/or the Cardholder(s) in a timely manner. Please call the OCBC Contact Centre at +603 8317 5200 or at the number printed on your OCBC Business Debit Card to update your and/or the Cardholder(s)' latest contact information or personal details. To update your contact details, walk in to any nearest branches.

#### 9. Where can you get assistance and redress?

- If you wish to lodge a complaint on our products or services, please contact the OCBC Contact Centre at +603 8317 5200.
- If our reply to your query or complaint is not satisfactorily resolved by us, you may contact Bank Negara Malaysia LINK or TELELINK at Block D, Bank Negara Malaysia, Jalan Dato' Onn, 50480 Kuala Lumpur. Tel: 1300-88-5465; Fax: +603-2174 1515; Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

#### 10. Where can you get further information?

Should you require additional information on OCBC Business Debit Card, please refer to our website [www.ocbc.com.my](http://www.ocbc.com.my)

Fees & Charges		Description
Registration Fee		Waived
Annual Fee		Waived
Cash Withdrawal Services	Overseas cash withdrawal at any ATM bearing the Mastercard logo	RM10 per withdrawal
	Domestic cash withdrawal at ATMs of - participating banks in MEPS Shared ATM network - HSBC, UOB and Standard Chartered Bank	Up to RM1 per withdrawal (Fee will be determined by the financial institution that provides the ATM services)
	Cash withdrawals at any ATM operated by OCBC group bearing the OCBC logo in Malaysia, Singapore, Macau, Hong Kong and Indonesia	No charge
Card Replacement Fee		RM12
Sales Draft Retrieval Fee	RM15 per original copy	
	RM8 per duplicate copy	
Overseas Conversion Fee		Conversion rate as determined by Mastercard, plus any administrative fees charged by Mastercard. No administrative charges from OCBC.

## OCBC BUSINESS DEBIT CARDMEMBER'S AGREEMENT

This Agreement contains the terms and conditions applicable to the OCBC Business Debit Card (defined below) issued by OCBC Bank (Malaysia) Berhad to the Cardholder pursuant to the Cardmember's instructions. Upon signing on or using the OCBC Business Debit Card, the Cardmember and/or the Cardholder (defined below) agree to accept and be bound by this Agreement.

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. In this Agreement:

**"ATM"** means an automated teller machine of the Bank, OCBC Bank (Malaysia) 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, OCBC Bank (Malaysia) Berhad, Payments Network Malaysia Sdn Bhd (PayNet) or Mastercard International).

**"Cardholder"** means the authorised user or users named on the OCBC Business Debit Card and authorised by the Cardmember to operate the Designated Account through the use of the OCBC Business 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 holder of the Designated Account who has instructed the Bank to issue the OCBC Business Debit Card to the Cardholder and shall include his successors-in-title and, in the case of a partnership or other unincorporated entity consisting of two or more persons, his successors-in-title and personal representatives.

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

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

**"Cash Withdrawal"** means cash withdrawal from any ATM or point of sale terminal using the OCBC Business 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 OCBC Business Debit Card upon checkout to complete the purchase without requiring any signature, PIN or other authentication process.

**"Designated Account"** refers to such of the Cardmember's deposit 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 Notices"** means the Foreign Exchange Notices of 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 Cardholder's personal identification number for use with the OCBC Business Debit Card and "TPIN" or "Phone Code" is his personal identification number for use through the telephone or other electronic means.

**"OCBC Business Debit Card"** means the business debit card or cards issued by the Bank to the Cardholder at the request of the Cardholder who shall pay fees / charges to the Bank, pursuant to this Agreement and any substitution, replacements or renewals thereof. For the avoidance of doubt, such business debit card (s) may be issued under such card scheme as may be determined by the Bank in its sole and absolute discretion, including without limitation Mastercard, and/or any other card schemes.

**"OCBC Business Mobile Banking Service"** means the services, products, features and/or functionalities offered by the Bank from time to time to customers, which are accessible through a mobile device. The OCBC Business Mobile Banking Service shall include the OCBC OneToken service and any services, products, features and/or functionalities offered by the Bank, which enable customers to effect any transaction or instruction subject to the terms and conditions of the Bank.

**"OCBC OneToken"** means the "OneToken"-branded services, products, features and/or functionalities offered by the Bank from time to time, accessible through such hardware, system, software, application or device issued or prescribed by or on behalf of the Bank, including the OCBC Business Mobile Banking Service.

**"OCBC Velocity"** means the Bank's online platform (which incorporates the various processing and transaction systems operated or provided by the Bank in whatever form and wherever situated) which facilitates the transmission of information, instructions, payment orders, messages and other communications and access to communications, and which the customers of the Bank are licensed to access via the internet.

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

**"Security Codes"** means the security codes (including password, PIN, TPIN, Phone Code, 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:

- 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.
- Reference to time of a day shall be construed as reference to Malaysian time.
- Reference to any law includes any amendments to the law.

## 2. ELIGIBILITY

Make one application of business debit card/-i ("BDC/-i") from either OCBC Bank (Malaysia) Berhad or OCBC Al-Amin Bank Berhad. Your application to OCBC Bank (Malaysia) Berhad will be rejected if you are an existing BDC-i holder of OCBC Al-Amin Bank Berhad.

## 3. OCBC BUSINESS DEBIT CARD AND PIN

### OCBC BUSINESS DEBIT CARD

The Bank may at its absolute discretion issue one or more OCBC Business Debit Cards to the Cardholder pursuant to the Cardmember's instructions, subject to the terms and conditions of this Agreement. Fees and/or charges as prescribed by the Bank in its list of fees and charges are applicable.

The OCBC Business 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 Cardmember and/or Cardholder. The Cardmember and/or the Cardholder acknowledges and agrees that the utilisation of any Card Facilities shall constitute the Cardmember's and/or the Cardholder's acceptance of the terms and conditions governing the use of such Card Facilities as may be relevant.

The Cardmember hereby instructs the Bank to deliver the OCBC Business Debit Card to the Cardholder at the address of the Cardmember registered with the Bank at his own risks. The Cardmember acknowledges and agrees to bear the risks arising from the delivery of the OCBC Business Debit Card, including the risks that the OCBC Business Debit Card may be intercepted or retained by any other person or lost in transit. 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 OCBC Business Debit Card is valid for the period prescribed by the Bank as printed on the OCBC Business Debit Card unless it is cancelled or terminated for any reason whatsoever under this Agreement. By accepting the OCBC Business Debit Card, the Cardmember is taken to have agreed to the Bank to issue to the Cardholder a renewal or replacement OCBC Business Debit Card before the current OCBC Business Debit Card expires or until the Cardmember advises the Bank in writing to cancel his OCBC Business 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.

The OCBC Business Debit Card remains the property of the Bank at all times. The Bank may at its discretion request for the OCBC Business Debit Card to be returned at anytime, whereupon the Cardmember shall cut and return the OCBC Business Debit Card, immediately to the Bank. Upon receipt of the OCBC Business Debit Card, the Cardholder shall promptly sign on the signature row at the back of the OCBC Business Debit Card and activate the OCBC Business Debit Card. The Cardmember and/or the Cardholder hereby agrees, covenants and undertakes that the signing on and/or use of the OCBC Business Debit Card shall constitute acceptance by the Cardmember and/or the Cardholder of the terms and conditions contained in this Agreement.

### PIN TERMS OF USE

The Cardholder 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, or via OCBC Velocity. 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 Cardholder is the only person authorised by the Bank to have knowledge of the PIN. The Cardholder 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

Where the OCBC Business Debit Card is used for Cash Withdrawal at any ATM or Authorised Merchant which accepts the OCBC Business Debit Card in Malaysia or elsewhere, the Cardmember and/or the Cardholder 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 and/or charges 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.

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

That the Cash Withdrawal shall be made together with a purchase made using OCBC Business Debit Card;

The amount of each Cash Withdrawal is within the limit specifically prescribed by the Bank, the Cardmember and/or the relevant Authorised Merchant.



Retail Purchases may be performed using the OCBC Business Debit Card at Authorised Merchants subject to such fees and/or charges 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.

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 OCBC BUSINESS DEBIT CARD, PIN AND CARD FACILITIES

The Cardmember and/or the Cardholder shall not use the OCBC Business 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 and/or the Cardholder's country of residence.

The OCBC Business Debit Card and the Card Facilities shall not be used to facilitate or as channels for money laundering and the Cardmember and/or the Cardholder shall immediately notify the Bank if the Cardmember and/or the Cardholder suspects that his OCBC Business Debit Card and the Card Facilities are being used for or related to any unlawful activities. The Cardmember and/or the Cardholder 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

The OCBC Business Debit Card may not be used outside Malaysia, unless and until the Cardmember has opted to do so via written instruction given to the Bank during account opening or OCBC Business Debit Card application or at any time thereafter by completing the Bank's maintenance form and send it to the Bank via email or visit any of the Bank's branches, 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.

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.

The Cardmember and/or the Cardholder must comply with all the Foreign Exchange Notices 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.

The Bank may from time to time give notice of particular country or countries in which the OCBC Business 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

The OCBC Business Debit Card may not be used to perform card-not-present transactions, unless and until the Cardmember has opted to do so via written instruction given to the Bank during account opening or OCBC Business Debit Card application or at any time thereafter by completing the Bank's maintenance form and send it to the Bank via email or visit any of the Bank's branches, 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 OCBC BUSINESS DEBIT CARD LIMIT

#### OCBC BUSINESS DEBIT CARD LIMIT

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 OCBC Business 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 written instruction given to the Bank by completing the Bank's maintenance form and send it to the Bank via email or visit any of the Bank's branches, 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 and/or the Cardholder does not exceed such limits.

#### LIABILITY FOR CARD TRANSACTIONS

The Cardmember shall be fully liable and responsible for all Card Transactions effected by the use of his Business Debit Card, whether or not executed with Cardmember's knowledge or authority and notwithstanding that the available credit balance or spending limits (as the case may be) applicable to the Designated Account and/or the OCBC Business Debit Card shall have been exceeded.

#### HOLD ON DESIGNATED ACCOUNT

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 that a 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, will be charged to the Designated Account when the OCBC Business Debit Card is used 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

In calculating whether the OCBC Business 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

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

#### OVERDRAWN DESIGNATED ACCOUNT

The Bank may at its discretion allow the Cardmember's Designated Account to be overdrawn. The Cardmember shall on demand pay such amount overdrawn. Under no circumstance shall this be construed as obliging the Bank to continue granting such facility to the Cardmember.

### 5. FEES, CHARGES & TAXES

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

- fees and charges applicable for annual fee, issuance and replacement of the OCBC Business Debit Card, Card Transactions, Card Facilities at such rates as may be applicable from time to time;
- any value added tax, withholding or other taxes, levies or charges on any Card Transactions or Card Facilities; and
- any legal fees and costs (on a solicitors and own client basis) incurred by the Bank for any interpleader, recovery or any other proceedings. The liabilities of the Cardmember shall survive the termination of the banker customer relationship. 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 OCBC BUSINESS DEBIT CARD

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, and taxes through the use of the OCBC Business Debit Card. The Cardmember and/or Cardholder shall use all reasonable precautions to prevent the loss, theft or fraudulent use of the OCBC Business Debit Card. If any OCBC Business Debit Card is lost or stolen or PIN is disclosed or compromised or a renewal or replacement OCBC Business Debit Card is not received, the Cardmember and/or the Cardholder must notify the Bank immediately. The Cardmember and/or the Cardholder 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 and/or Cardholder 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 and taxes.

The Cardmember will be liable for PIN-based unauthorised transactions if he and/or the Cardholder has:

acted fraudulently, or delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of his OCBC Business Debit Card, or voluntarily disclosed his PIN to another person, or recorded his PIN on the OCBC Business Debit Card, or on anything kept in close proximity with his OCBC Business Debit Card, and could be lost or stolen with the OCBC Business Debit Card.

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 OCBC BUSINESS DEBIT CARD

The Bank may at its discretion issue a replacement OCBC Business 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 OCBC Business Debit Card. Such card replacement fee shall be debited from the Designated Account and shall not be refundable.

### 7. TERMINATION OF OCBC BUSINESS DEBIT CARD AND DESIGNATED ACCOUNT

**TERMINATION UPON CLOSURE OF DESIGNATED ACCOUNT** 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 Card Facilities shall be terminated even though the OCBC Business Debit Card is not returned to the Bank for cancellation and the Cardholder shall not continue to use his OCBC Business Debit Card.

## RIGHT TO TERMINATE

The Cardmember may terminate the OCBC Business Debit Card by giving written notice to the Bank. The Cardmember may, subject to such terms imposed by the Bank, suspend or terminate the utilisation of any of the Card Facilities by written instruction given to the Bank, or in such manner as may be notified by the Bank from time to time. The Bank may also suspend or terminate any of the Card Facilities and/or OCBC Business Debit Card by giving written notice to the Cardmember.

## OBLIGATIONS UPON TERMINATION

Upon the termination of the Card Facilities, the Cardmember and/or Cardholder shall not continue to use his OCBC Business 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 and taxes. 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

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

### JOINT ACCOUNT

A joint account shall not be used as a Designated Account.

## 9. EXCLUSION OF LIABILITY

### OCBC BUSINESS DEBIT CARD AND CARD FACILITIES

The Bank shall not in any circumstance be liable:

- should any OCBC Business 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;
- 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;
- 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;
- for any damage to or loss or inability to retrieve any data or information that may be stored in the OCBC Business Debit Card or any microchip or circuit or device in the OCBC Business Debit Card; and
- for any :
  - (i) injury to the Cardmember's and/or the Cardholder'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 and/or Cardholder 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. 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

The Bank shall not be liable in any way should the Cardmember and/or Cardholder encounter any problems with the goods and services obtained through the use of the OCBC Business 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 and/or Cardholder. If the Cardmember and/or Cardholder has any complaint against an Authorised Merchant, the Cardmember and/or Cardholder shall resolve such dispute with such merchant. Any such dispute is between the Cardmember and/or Cardholder 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 and/or Cardholder or in respect of any contract or transaction entered into by such merchant with the Cardmember and/or Cardholder connected with the use of the OCBC Business Debit Card. 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 OCBC Business 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.

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 and/or Cardholder may have against the Authorised Merchant.

## 10. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

### CONCLUSIVE EVIDENCE

The Bank's records (including electronic, computer and microfilm stored records) of all matters relating to the OCBC Business Debit Card, the Designated Account and/or of the Cardmember and/or the Cardholder 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

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

The Bank may at any time at its discretion and upon 21 calendar days advance written notice to the Cardmember and/or Cardholder 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 and/or Cardholder does not accept such change(s), the Cardmember and /or the Cardholder shall forthwith discontinue use of the OCBC Business Debit Card and the Cardmember shall instruct the Bank to terminate the OCBC Business Debit Card. Where a Cardmember and/or Cardholder continues to use the OCBC Business 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

The Bank may at any time at its discretion and upon minimum 21 calendar days advance written notice to the Cardmembers and/or Cardholder, 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. The written notice for the amendments, variations or changes in this clause may be given in any one of the manners provided in clause 14.4 and shall be taken to be communicated to and received by the Cardmembers and/or Cardholder on the date specified in clause 14.5.

## 12. DISCLOSURE

Subject to the Cardmember's and/or Cardholder's express instruction (if any) restricting disclosure, the Cardmember's and/or Cardholder's personal and/or corporate 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 and/or Cardholder to disclose.

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

#### **Parties to whom Information can be disclosed Purposes/Circumstances for disclosure of Information**

- (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 the Bank
- (g) The Cardmember's and/or Cardholder's authorised agents, successors-in-title, executor, administrator or legal representative; and For management of the Cardmember's and/or Cardholder'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.

The Cardmember and/or Cardholder, if an individual or unincorporated entity acknowledges having read the Bank's Privacy Policy posted at the Bank's website which notified him that:

- the Bank may collect his personal data directly from him or from third party sources;
- purpose for which his personal data is collected;
- his right to access his personal data and correct it;
- the class of third parties to whom the Bank may disclose his personal data;

the choices and means for limiting the processing of his personal data;

- whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data;
- that he may update his personal data as soon as there are changes; and
- the Bank's contact details if he wishes to make inquiries or give feedback. The Cardmember and/or Cardholder irrevocably consents to and authorises the Bank to conduct credit checks and verify information given by the Cardmember and/or Cardholder 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 and/or Cardholder 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 and/or Cardholder consent and the purpose of such disclosure to the relevant CRAs.

If the Cardmember and/or Cardholder is an individual or unincorporated entity, subject to the Cardmember's and/or Cardholder'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 and/or Cardholder may at any time withdraw his consent for direct marketing of such products or services by written request to the Bank.

The Cardmember, if a company or statutory body or incorporated entity, warrants and represents to the Bank that:

- (a) he had obtained consent from its directors, relevant managers, officers, officer bearers, partners and shareholders and the Cardholder to disclose their personal data to the Bank in connection with his application for OCBC Business Debit Card(s);
- (b) informed them that the Bank may conduct credit checks, collect and verify information given by them with the relevant registrars, credit bureaus and credit reporting agencies and have obtained their consent for the credit reporting agencies to disclose their credit report/information to the Bank for the purpose of applying for the OCBC Business Debit Card(s) and for its risk management and review;
- (c) that the Bank may disclose their personal data to classes of third parties described in the Bank's Privacy Policy;

(d) that the Cardmember had informed them to read the Bank's Privacy Policy posted in the Bank's website.

### 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 AND/OR CARDHOLDER

All notices and written instructions given by the Cardmember and/or Cardholder 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. The Bank may rely upon and act on the Cardmember's and/or Cardholder'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 and/or the Cardholder. 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

The Bank may give any communication or notice to the Cardmember and/or Cardholder 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, email 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.

Such notices or communications from the Bank:-

- if sent by post or courier addressed to the Cardmember and/or Cardholder at his address registered with the Bank is taken as served on the Cardmember and/or Cardholder:

- (i) within three (3) days after posting if the Cardmember's and/or Cardholder'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 and/or Cardholder, if despatched by courier; or

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

- 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

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 and/or Cardholder 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 OCBC Business Debit Card and matters connected therewith. The remedies under this Agreement are cumulative and are not exclusive of the remedies provided under the law. 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. 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. All matters arising out of the issuance or use of the OCBC Business 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 and/or Cardholder 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.

The Bank shall be entitled to appoint collection agencies to collect all sums due to the Bank from the Cardmember under this Agreement. The liabilities and/or obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, merger, reconstruction or otherwise which may be made in the constitution of the Bank. 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

If the Cardmember and/or Cardholder has any enquiries or requires any assistance or wishes to raise any dispute, the Cardmember and/or Cardholder may call the Bank at +603 8317 5200 or such other number as the Bank may stipulate from time to time or access the "Contact Us" button on the Bank's website. In addition, the Cardmember and/or Cardholder is advised to read the Bank's Privacy Policy, Security Statement and Client Charter on the Bank's website.

A Cardmember and/or Cardholder who wishes to raise any dispute will be required to furnish certain requisite particulars, including but not limited to the Cardmember's name, the Cardholder's name, the affected account and OCBC Business Debit Card, date of the disputed transaction, amount of the disputed transaction and reason why the Cardmember and/or Cardholder 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 to the Cardmember 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.