
PUBLIC BANK - PB DAY2DAY CARD CARDMEMBER AGREEMENT

Thank you for applying for the PB Day2Day Card. It is important that you read carefully the Cardmember Agreement stated below before using the PB Day2Day Card ("Card"). By using the Card, you are accepting the Terms and Conditions set out below and agree to be bound by the said Terms and Conditions.

MANAGING YOUR CARD WITH CARE

A Cardmember's role in preventing Card fraud. Below are the preventive measures:

- Treat your Card like cash at all times.
- Sign your new Card in permanent ink as soon as you receive the Card and cut up the expired Card.
- Do not write your Personal Identification Number (PIN) on your Card to avoid any unauthorised cash withdrawals from any Automated Teller Machines (ATM) and purchases at merchant outlets.
- Never allow anyone else to use your Card.
- Keep your Card number confidential.
- Never leave an expired Card lying around.
- Ensure that the Card is not left unattended.
- Keep a watchful eye on the Card, wherever the Card is, whether in your pocket, bag, drawer or at the cashier, especially when it is out of your sight.
- Inform the Bank if you are travelling abroad.
- When making a purchase, ensure that the transactions are processed in your presence.
- When the cashier returns your Card, ensure that it is yours, and that it has not been tampered with in any way.
- Do not sign a blank charge slip. Destroy any carbon and cancelled receipts immediately.
- Retain your receipts to check them against your statement.
- Statements contain sensitive information, so keep them in a safe place.
- Inform the Bank at once if unfamiliar transactions are posted on your statement.
- Shred the old statements (inclusive of closed accounts) into small pieces before discarding them.
- Do not reveal your Card information to individuals soliciting sales over the phone.
- Only provide your IC and Card information to parties with whom you have initiated the call.
- The Bank has your account number. If you receive calls from a party claiming to be the Bank and the caller requests for your account number, do not give it.
- Total your charge slip before signing it. Unscrupulous individuals might take advantage of the blank spaces to add additional amounts.
- Please notify the Bank of any change of address so that a new Card is not delivered to an old mailing address.
- If your Card is stolen or is lost, inform the Bank immediately. Always keep the contact number of the Bank's Customer Service stated below at hand.

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires:-
"Account" means the PB Day2Day Card Account opened in the name of the Cardmember, jointly or personally with another, which is a Savings/Current Account which will enable, subject to sufficient available funds, the Cardmember to effect Card transactions and ATM transactions. "Agreement" means this agreement as may be varied from time to time. "Application" means the Bank's prescribed Application Form for a Card to be issued upon these terms and conditions. "ATM" means an Automated Teller Machine or card operated machine which accepts the Card including but not limited to machines belonging to the Bank or to the Visa Global ATM network. "Authorised Merchant" shall mean any retailer or other person, firm or corporation which pursuant to a Merchant Agreement agrees to accept or cause its outlets to accept the Card when properly presented. "Bank" means Public Bank Berhad (6463-H). "Card" means the PB Day2Day Card issued by the Bank pursuant to this Agreement and any replacement or renewal thereof. "Cardmember" means the person holding the Card linked directly to his/her Savings/Current Account. "Card Transaction" means a transaction effected by using the Card. "Current Balance" shall mean the available balance in the Account after deducting the purchases of goods and/or services incurred by the Cardmember during the Billing Period. "Electronic Transaction" means a transaction effected by the use of the Card to effect electronic funds transfer at any ATM or other card operated machine or device that accepts the Card. "PIN" means the Personal Identification Number issued to a Cardmember. "Statement" means an e-Statement and/or the hardcopy statement of account issued by the Bank reflecting the Total Transactions. "Transaction Receipts" shall mean the relevant payment slips or papers supplied by the Bank to the Authorised Merchant for the purpose of recording, confirming and evidencing purchases or services incurred by the Cardmember through the use of the Card to charge and debited from the Account. "Total Transactions" means the sum total of the Cardmember's Card Transaction and ATM Card Transaction. For the sole purpose of determining the Total Transactions, the use of the Card as an ATM Card shall be deemed to be a Card Transaction; and "Total Amount on Hold" means the sum total of the amount in the Cardmember's Account put on hold by the Bank as a result of any Card Transaction.
- 1.2 Words importing the singular includes the plural and vice versa.
- 1.3 Words referring to the masculine also refer to the feminine and neuter gender.
- 1.4 Reference to a Clause is to a Clause of this Agreement.
- 1.5 The headings to the Clauses are for reference only and are not to be taken into consideration in the interpretation of this Agreement.

2. ACCEPTANCE AND USE OF CARD

- 2.1 The use of the Card is restricted to the person to whom the Card is issued ("the Cardmember") who shall sign immediately upon receipt and return the acknowledgement of receipt of the Card to the Bank. Such signature and/or use of the Card shall constitute binding and conclusive evidence that the Cardmember shall be bound by this Agreement.
- 2.2 The Bank shall issue a PIN for the Card to the Cardmember for the purpose of effecting ATM transactions or Electronic Transaction. The Cardmember undertakes not to disclose the PIN to any other person and shall be liable to the Bank for any debit entry in the Account with the Bank arising from any unauthorised transactions.
- 2.3 In the event that the Cardmember does not wish to be bound by these terms and conditions, the Cardmember shall immediately return the Card to the Bank cut in half.
- 2.4 To effect a purchase using the Card at any Authorised Merchant, the Cardmember shall sign on a Transaction Receipt prepared by the Authorised Merchant with the use of the Card. It shall be conclusive proof that a Card Transaction and the amount recorded thereon was properly incurred when the Bank receives the Transaction Receipt or any written document bearing the Cardmember's signature.
- 2.5 In consideration of the Cardmember observing and complying with the terms of this Agreement, the Bank shall purchase from the Authorised Merchant and/or member institutions of Visa International all Transaction Receipts incurred by the Cardmember and debit the Account accordingly. Notwithstanding the provision set out in Clause 2.4 above, the signatures shall not be a condition precedent to the liability of the Cardmember in

respect of goods and services supplied, if the Bank is of the opinion based on satisfactory documentary evidence, that the omission is due to the nature of the transaction or due to an oversight on the part of the Cardmember and/or Authorised Merchant and/or Visa member bank.

- 2.6 The Cardmember shall comply with all requirements, directions, instructions and guidelines for use of the Card issued by the Bank from time to time in respect of all services rendered to the Cardmember.

3. POSSESSION OF THE CARD

- 3.1 The Card shall remain the property of the Bank at all times. The Card shall be used exclusively by the Cardmember. The Cardmember shall not transfer or otherwise part with the control or possession of the Card for any use or purpose unauthorised by the Bank. The Card shall not be pledged by the Cardmember as security for any purpose whatsoever.

- 3.2 The Cardmember shall use all precautions to prevent the loss or theft of the Card. In the event of loss and/or theft of this Card and/or disclosure of the PIN to any unauthorised person, the Cardmember shall immediately upon the discovery of such event notify the Bank (if such event occurred in Malaysia) or any member of Visa International (if such event occurred overseas) by telephone, telegram, telex, facsimile or e-mail and confirm the same in writing to the Bank accompanied by a police report.

The Cardmember hereby irrevocably and unconditionally consents that the Bank may (but shall not be obliged to) record the telephone instructions as aforesaid in writing and/or by tape recording and/or any other method and such record of any instruction shall be conclusive and binding on the Cardmember. The Cardmember hereby expressly consents that the telephone instruction may be so recorded and hereby acknowledges that any and/or all records maintained by the Bank shall be conclusive and binding for all purposes.

The Cardmember further agrees that the Bank shall not be under any obligation to verify the identity or the authority of any person giving the telephone instructions purportedly in the Cardmember's name and the Bank shall be entitled to act on such instructions and shall not be liable for acting in good faith on the telephone instructions which are given by such persons regardless of the circumstances prevailing at the time of such instructions.

The Cardmember accepts that in consideration of the Bank acting in accordance with such telephone instructions above or in the Cardmember consenting to the Bank tape recording all or any of the Cardmember's telephone calls with the Bank, pursuant to this clause, to enable the Bank to keep the tape recording of all or any instructions given by the Cardmember or purportedly in the Cardmember's name to the Bank, the Cardmember hereby agrees to indemnify the Bank and keep the Bank indemnified against all losses, claims, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank howsoever arising out of or in connection with all such instructions as aforesaid.

- 3.3 In the event of loss/theft as per Clause 3.2 above and if subsequent to the loss/theft, the Card is used by an unauthorised person, the Cardmember shall be liable to the Bank for all unauthorised charges incurred including financial charges incurred for any goods or services supplied by merchants, effected through the use of the Card by the said unauthorised person until the date of receipt by the Bank of the Cardmember's written notification specified under Clause 3.2 above.

After the Bank has received notification in the manner stipulated in Clause 3.2 above of the loss/theft of the Card from the Cardmember, the Cardmember's liability may be limited to RM250-00 for those subsequent unauthorised transactions incurred after the Bank has received the said notification. If investigation discloses that the Cardmember is involved in the incurring of any unauthorised charges, the Cardmember shall be liable for all the unauthorised charges incurred, including financial charges, whether before or after the Bank's receipt of such written confirmation. It is expressly agreed that the Bank is not under a duty to ensure that the Current Balance prescribed by the Bank is not exceeded.

- 3.4 The Bank may, at the request of the Cardmember, but without being obliged in law, replace the lost or stolen Card upon payment of a fee of RM12-00. Provided that the Card shall not be replaced in the event of any such reported loss or theft of the Card for the fourth or subsequent times thereafter. The replacement Card shall be subject to the terms and conditions herein as if it was the original Card.

- 3.5 The Cardmember shall return the Card to the Bank cut in halves immediately upon its expiry or on demand by the Bank upon its cancellation, revocation or suspension by the Bank or upon discovery of the Card after notification of its loss, and shall not have any further right to use the Card.

4. STATEMENT OF ACCOUNT

- 4.1 All payments for purchase of goods and/or services effected by the use of the Card and annual fees, handling charges and additional charges and all ATM withdrawals shall be debited to the Account in the billing currency, local and overseas, and shall be reflected in the Statement.
- 4.2 The Bank shall render to the Cardmember a monthly e-Statement showing the amount of his/her purchases of goods and services, and fees and charges and all ATM withdrawals incurred by the Cardmember including any payment or credit made and recorded by the Bank. The eligible Cardmember is to access the e-Statement by registering for the Bank's internet banking service, PBeBank.com.
- 4.3 The records and entries in the Account with the Bank as appearing on the monthly e-Statement shall be deemed to be correct and binding on the Cardmember unless written notice to the contrary is given to the Bank by the Cardmember within seven (7) days from the Closing Date of the Billing Period as stated in the monthly e-Statement.
- 4.4 Upon receipt of such written notice duly given by the Cardmember within the stipulated time, the Bank shall look into the Account to make the necessary adjustments and rectifications, if any. The operation of the Clause shall not in any way affect the Cardmember's obligation under Clause 15 PROVIDED ALWAYS that any money due to or from the Cardmember shall be credited or debited into the Account.
- 4.5 The Cardmember may request for a hardcopy monthly statement to be sent to his/her mailing address. However, a service charge of RM1-00 per month will be charged and debited to the Account.
- 4.6 Upon request by the Cardmember, the Bank will send a Statement to the Cardmember on a monthly or other periodic basis but the Bank reserves the right not to send any Statement for any period during which the Account is inactive. The Statement shall be evidence of the state of account between the Cardmember and the Bank and the terms and conditions for the operation of the Account shall apply in respect thereof including but not limited to the terms governing the Cardmember's duty to verify the Statement and the conclusive evidence clause (if any) and shall not be treated as a statement of account between the Bank and the Cardmember.

5. MINIMUM BALANCE

- 5.1 The Bank may set a minimum balance to be maintained in the Account with respect to the use of the Card and may vary the said minimum balance from time to time without notice.
- 5.2 Notwithstanding any minimum balance that may be prescribed, the Bank may in its absolute discretion approve any proposed Card Transaction and/or Electronic Card Transaction and allow the minimum balance to be exceeded, even in the absence of any request from the Cardmember, provided always that the Cardmember must forthwith pay such amount in excess of the prescribed minimum balance.
- 5.3 Where the Bank in its absolute discretion, allows any amount in the Account to be overdrawn for whatsoever reason, the Cardmember shall pay on demand such amount overdrawn with interest, as may be prescribed by the Bank from time to time in its absolute discretion, on the amount overdrawn.
- 5.4 In calculating whether the minimum balance is maintained and has not been exceeded, the Bank may take into account the amount of any Card Transaction and/or Electronic Card Transaction not yet debited to the Account and of any authorisation given by the Bank to a third party in respect of a prospective Card Transaction and/or Electronic Card Transaction.
- 5.5 The Cardmember must not use the Card such that the Total Transactions exceed the minimum balance.

6. HOLD ON ACCOUNT

- 6.1 The Bank may debit or place a hold on the Account for the amount of a Card Transaction either on the day it is presented to the Bank for payment (including without limitation a presentation by electronic means) or on the day the Bank receives notice of the Card Transaction, whichever is earlier. If an Authorised Merchant requests for an authorisation of a Card Transaction, the Bank may place a hold on the Account for the amount of the Card Transaction. The balance available to the Cardmember for use in the Account shall be reduced by the amount on hold. The Cardmember may not stop payment on a Card Transaction. For the avoidance of doubt, the amount placed on hold in respect of any Card Transaction shall not be treated as conclusive of the amount of the Card Transaction that would eventually be debited to the Account and in particular, for Card Transactions denominated in a currency other than Ringgit Malaysia it shall not be deemed that the Bank has converted the Card Transaction amount into Ringgit Malaysia on the day that the amount was placed on hold, it

- being hereby expressly agreed that the Bank shall be at liberty to convert such amount to Ringgit Malaysia at such time and at such rate of exchange as the Bank may determine in accordance with its usual practice.
- 6.2 The Bank shall have absolute discretion to place such amounts as are referred to in Clause 6.1 on hold for such periods as it deems fit. The Bank shall debit the amounts on hold to the Account when the corresponding Card Transactions are presented to the Bank for payment. The Bank shall release the amounts on hold if the corresponding Card Transactions are not presented to the Bank for payment within such periods as the Bank deems fit, it being expressly agreed that the Bank shall have the right to place a hold back on to the Account and to debit the Account if the Card Transactions are likely to be or are presented for payment subsequently. For the avoidance of doubt, it is hereby stated that the Bank's right to debit the Account in respect of any Card Transaction shall not be limited to the amount that was placed on hold in connection with that Card Transaction and the Bank shall be entitled to debit the Account for the full amount of the Card Transaction at any time. The Bank shall have the right to increase at any time the amount that it would hold in respect of any Card Transaction which is denominated in a currency other than Ringgit Malaysia if the Bank is of the view that the amount initially held when converted into that foreign currency would not be sufficient to pay that Card Transaction in full.
- 6.3 The Cardmember shall not use any of the Total Amount on Hold, notwithstanding any other terms and conditions governing the Account.
- 6.4 The Bank will only credit the Account with refunds made by any Authorised Merchant or establishment in relation to any Card Transaction after the Bank receives a properly issued credit voucher.
- 6.5 The Cardmember shall ensure that the available balance in the Account is sufficient to cover the intended purchases with the Card and/or before issuing any cheque to avoid returned cheques due to insufficient fund.
- 6.6 If the amount of any Card Transaction is denominated in a currency other than Ringgit Malaysia the Bank shall convert the amount to Ringgit Malaysia at such time and such rate of exchange as may be determined by the Bank in accordance with its usual practice, before being debited to or placed on hold in the Account.
- 6.7 The Cardmember must notify the Bank promptly in writing of:-
(a) any intention to reside outside Malaysia for more than six (6) months;
(b) any change of address or contact numbers of the Cardmember; and
(c) any other change in the Cardmember's particulars or any other information as may be requested by the Bank from time to time.

7. BANK'S DISCRETION

- 7.1 The Bank is entitled, at any time in its absolute discretion and without giving prior notice or reason to refuse to approve any proposed Card Transaction notwithstanding that the Current Balance available allows for any such proposed Card Transactions as aforesaid.
- 7.2 The Bank is entitled in its absolute discretion without prior notice and without giving any reason to:-
(a) suspend the Cardmember's right to use the Card entirely or in respect of specific facilities; and/or
(b) refuse to re-issue, renew or replace the Card, without in any case, affecting the obligations of the Cardmember under this Agreement which will continue in force and there will be no refund of any annual fee or other fees paid if the right to use the Card is so suspended by the Bank or if the Card is not so renewed or replaced.
- 7.3 Without prejudice to other provisions of this Agreement, the Bank reserves the right, at any time, in its absolute discretion and without prior notice and without giving any reason, to introduce, amend, vary, restrict or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with the use of the Card and/or this Agreement.

8. PIN AND USE AT ATMS

- 8.1 If a PIN is issued to the Cardmember to allow the Cardmember to use the Card at any ATM or to effect Electronic Transaction, the following additional terms apply:-
(a) the PIN may be collected by the Cardmember or sent by post to the Cardmember at the Cardmember's sole risk;
(b) the Cardmember must not disclose the PIN and must take all care to prevent the PIN from becoming known, to any other person;
(c) the Cardmember is liable for all transactions effected by the use of the Card at an ATM or to effect any Electronic Transaction whether with or without the Cardmember's knowledge or authority;
(d) the amount of any ATM/Electronic Transaction, if denominated in a currency other than Ringgit Malaysia, will be converted to Ringgit Malaysia at such time and such rate of exchange as may be determined by the Bank in accordance with its usual practice, before being debited to the Account; and

- (e) the Bank is entitled, in its absolute discretion, to change, de-activate or revoke the use of the PIN at any time without giving any reason whatsoever and without prior notice to the Cardmember.

9. TERMS AND CONDITIONS FOR USE OF CARD AT ATM, RELATED SERVICES AND TRANSACTION LIMITS

9.1 RESPONSIBILITY FOR TRANSACTIONS

- 9.1.1 The Cardmember shall accept full responsibility for all transactions made by the use or purported use of the Card, with or without his/her knowledge. The Bank shall be notified, in writing, immediately of any lost or stolen Card and the circumstances thereof, and the Cardmember shall be responsible for any transaction or use of the Card prior to the receipt of such notification by the Bank and provided further that in any event the Cardmember's liability in respect of transactions entered into prior to such notification is limited to the maximum amount as set by the Bank or the Ringgit equivalent of such sums withdrawn or transferred on such currency permitted by the Bank per Card per day or such other subsequently revised amount that the Cardmember can withdraw per day inclusive of fund transfers (except as provided in Clause 9.2, 9.3, 9.4 and 9.5) that may be imposed by the Bank from time to time, calculated on a daily basis until the date of such notification as aforementioned. The rate of exchange for withdrawals and/or transfer of funds effected outside Malaysia shall be such rate of exchange prevailing at the time of the transaction as determined by the Bank at its sole and absolute discretion
- 9.1.2 All transactions arising from the use of the Card to operate the Account shall be binding on all the account holders, jointly and severally.
- 9.1.3 The Cardmember hereby authorises the Bank to debit the Account with the amount of any withdrawal(s), transfer(s) or transaction(s) made by the use of the Card whether with or without the Cardmember's knowledge or authority subject to Clause 9.1.1 above.
- 9.1.4 The Cardmember hereby agrees that the Cardmember shall immediately upon performing a cash withdrawal with the use of the Card, count the dispensed sum and should there be any discrepancy in the amount dispensed to the Cardmember, notify the Bank forthwith so as to enable the Bank to conduct its investigation on the merit of the Cardmember's claim. In the event of any failure on the Cardmember's part in notifying the Bank promptly, the Bank shall be under no obligation to conduct any investigation on the merit of the Cardmember's claim and the discrepancy alleged by the Cardmember and the Cardmember shall not hold the Bank liable for any losses or damages whatsoever incurred by the Cardmember as a result thereof.

9.2 FUND TRANSFER TO LOAN ACCOUNT/FINANCING ACCOUNT

- 9.2.1 Transaction of funds transfer(s) to facilitate the payment of instalments in respect of a loan account/financing account (if any) shall not be subject to the aforesaid limit of withdrawal or transfer of such amount as set by the Bank per Card per day as stated in Clause 9.1.1 above but it shall be subject to there being sufficient funds in the Account. The Bank shall be entitled at its sole discretion to:
- (a) reject any such fund transfer transactions without having to assign any reason for the same;
 - (b) apply the proceeds of such fund transfer transactions as are accepted by the Bank in accordance with the following order or priority of payments:
 - (i) instalment;
 - (ii) interest/profit (if any);
 - (iii) other reimbursement, expenses, charges (if any);
 - (iv) late charges/compensation (if any);
 - (v) commitment fees (if any).
 - (c) impose such charges in respect of such fund transfer transactions as the Bank may deem fit at any time and from time to time.

9.3 FUND TRANSFER TO FIXED DEPOSIT ACCOUNT / MUDHARABAH GENERAL INVESTMENT ACCOUNT-i

- 9.3.1 Transaction of fund transfer(s) to a Fixed Deposit Account/Mudharabah General Investment Account-i shall not be subject to the aforesaid limit of withdrawal or transfer of such amount as set by the Bank per Card per day as stated in Clause 9.1.1 above but the withdrawal or transfer shall be subject to there being sufficient funds in the Account. Transaction of fund transfer(s) to Fixed Deposit Account/Mudharabah General Investment Account-i for a period of one (1) month and for a period of two or more months shall be for a minimum amount of RM5,000-00 and RM1,000-00 per transaction respectively or at such other revised minimum amount that may be subsequently imposed by the Bank and/or the Association of Banks in Malaysia from time to time (where applicable). The Bank shall be entitled to:

- (a) reject any such fund transfer(s) or transaction(s) without having to assign any reason for the same; and
 - (b) impose such charges in respect of such funds transfer(s) or transaction(s) as the Bank may deem fit from time to time.
- 9.3.2 The Cardmember hereby agrees that any sum of money deposited by the Cardmember in a Fixed Deposit Account/Mudharabah General Investment Account-i with the use of the Card shall be subject to the Bank' prevailing rate of interest/profit sharing ratio on the day of deposit for the period of deposit of the Bank. In the event of any conflict between the rate shown on the ATM and the rate quoted/advertised by the Bank the rate quoted/advertised by the Bank shall prevail.
- 9.3.3 A Fixed Deposit Account/Mudharabah General Investment Account-i arising from the use of the Card by the Cardmember operating under a joint Savings/Current Account (Conventional and Islamic) and/or joint Basic Savings/Basic Current Account (Conventional and Islamic) will be issued a Receipt in the names of all the joint account holders to that Account and the rules for operating the Fixed Deposit Account/Mudharabah General Investment Account-i shall be the same as the rules applicable for operating the joint Savings/Current Account (Conventional and Islamic) and/or joint Basic Savings/Basic Current Account (Conventional and Islamic).
- 9.3.4 Interest or profit in respect of Fixed Deposits Account/Mudharabah General Investment Account-i for a period exceeding twelve (12) months will be paid every six (6) months. The Cardmember hereby authorises the Bank to credit such interest or profit to the Account with the Bank.
- 9.4 TRANSACTION FOR ELECTRONIC SHARE APPLICATION
- 9.4.1 Transactions for electronic share application through the ATM shall not be subject to the limit of withdrawal or transfer of such amount as set by the Bank per Card per day as stated in Clause 9.1.1 above but shall be subject always to the availability of sufficient funds in the Account and provided always that the Bank shall be entitled to:
- (a) reject any such transactions without having to assign any reason for the same; and
 - (b) impose after notification such charges in respect of such fund transfer transaction(s) as the Bank shall deem fit from time to time.
- 9.4.2 The Bank shall debit the Cardmember 's Account with the Bank for a non-refundable service charge incurred for each of the electronic share application transacted through the Bank's ATM.
- 9.4.3 The Cardmember shall immediately upon receipt of the ATM advice slip, through the ATM, ensure that the information such as Cardmember's MyKad's Identity number, Share Issue number, transaction amount, CDS Account Number and the remaining balance in the Cardmember's Account printed on it is correct. In the event of any discrepancy noted in the information above, the Cardmember shall inform the Bank immediately.
- 9.4.4 Upon receipt of the share balloting results from the Issuing House (for time being according to MIDFCC/MIH's practice and shall include any amendment thereof from time to time) and in the event that:-
- (a) The Cardmember's electronic share application through the Bank's ATM is unsuccessful, the Cardmember shall authorise the Bank to credit the Cardmember's Account which was initially used for the application with the original application amount less the service charge.
 - (b) The Cardmember's electronic share application through the Bank's ATM is allotted less than the total number of shares initially applied for, the Cardmember shall authorise the Bank to credit his/her account which was initially used for the application with the excess amount (unsuccessful portion of the application amount) less the service charge.
The Cardmember hereby agrees that he/she shall not hold the Bank liable for any losses or damages whatsoever incurred by the Cardmember arising therefrom.
- 9.4.5 Subject to MIDFCC/MIH's regulations (for the time being in force and shall include any amendments thereof from time to time) the Cardmember hereby agrees that he/she shall be entitled to one application for every new electronic share application through the ATM and he/she shall ensure that such transaction is made solely for his/her own share application.
- 9.4.6 In the event that the Cardmember wish to cancel the electronic share application initially applied through the Bank's ATM, he/she shall perform the cancellation through the Bank's ATM as well as PBeBank.com Services on or before the closing date of the particular share issue set by the respective Issuing House. The Cardmember shall authorise the Bank to credit the original amount

applied for (not inclusive of the service charge levied during the application process) into his/her Account which was initially used for the electronic share application.

- 9.4.7 In the event that the Cardmember loses the ATM advice slip, the Cardmember shall immediately report such loss to the Bank and the Cardmember shall at the Cardmember's own cost indemnify the Bank in the Form prescribed by the Bank and the Bank may upon receipt of the original stamped copy of the Indemnity Form and after being fully satisfied that the ATM advice slip has not been paid or cancelled by the Bank, refund the amount claimed to the Cardmember by crediting the said amount into the Account. In the event of any failure on the Cardmember's part in notifying the Bank promptly the Bank shall be under no obligation to refund the amount to the Cardmember and the Cardmember shall not hold the Bank liable for any losses or damages whatsoever incurred or suffered by the Cardmember as a result thereof.
- 9.5 GIRO FUND TRANSFER
- 9.5.1 Transaction for GIRO fund transfer is automatically extended to a Cardmember for bill payments to Payee Corporations displayed on the ATM. GIRO funds transfer is a service provided by the Bank to enable a Cardmember in order to pay bills to Payee Corporations through the ATM. 'Payee Corporation' means a corporation whose bills can be paid through the GIRO fund transfer service.
- 9.5.2 Transactions for GIRO Fund Transfers shall not be subject to the limit of withdrawal or transfer of such amount as set by the Bank per Card per day as stated in Clause 9.1.1 above but shall be subject always to the availability of sufficient funds in the Account and provided always that the Bank shall be entitled to:
- (a) reject any such transactions without having to assign any reason for the same; and
 - (b) impose such charges in respect of such funds transfer transaction(s) as the Bank deem fit from time to time.
- 9.5.3 The Cardmember shall ensure that the details (Policy/Account or any other reference number) of the Payee Corporation's bill are keyed in correctly and immediately upon receipt of the ATM advice slip through the ATM, the Cardmember shall ensure that the Policy/Account or any other reference number printed on it is correct. The Cardmember hereby agrees that the Cardmember shall not hold the Bank liable for any losses or damages whatsoever incurred or suffered by the Cardmember arising therefrom.
- 9.5.4 The Cardmember shall liaise with the Payee Corporation directly on any dispute arising from the GIRO Fund Transfer.
- 9.5.5 The Bank reserves the right to add or withdraw any Payee Corporation from its services without assigning any reason thereof and shall not be held liable for any loss or damage suffered as a result of such action.
- 9.5.6 The Bank may revoke the Cardmember's right to use the GIRO Through ATM Service or withdraw the GIRO through ATM Service in whole or in part at any time, with or without cause and with or without notice.
- 9.5.7 The Cardmember further agrees that the Bank may at its sole and absolute discretion debit the Account for the payment of bills notwithstanding that this may cause the Account to be overdrawn or any overdraft thereon to be increased and the Cardmember hereby agrees and confirms that the Cardmember shall bear all interest as from the date of payment by the Bank until full settlement by the Cardmember at such rate or rates as may be stipulated by the Bank from time to time with monthly rests and such monies shall be repayable to the Bank on demand.
- 9.5.8 The Cardmember also hereby agrees and undertakes to indemnify the Bank and at all times keep the Bank fully and completely indemnified from and against all claims, demands, actions and proceedings, losses and expenses including legal costs as between solicitor and client and all other liabilities of whatsoever nature or description which may be made or taken or incurred or suffered by the Bank in connection with or in any manner arising out of the authorisation given by the Cardmember. The Cardmember further agrees that the Cardmember's liability shall be a continuing liability and shall remain in full force and effect until the Bank's liabilities, if any, is fully discharged to the Bank's satisfaction. The terms and conditions stated in the GIRO Through ATM Service Agreement shall be applicable herein.
- 9.6 CASH WITHDRAWAL
- 9.6.1 Debit Transactions shall be deemed to be cash withdrawal transactions and the Cardmember hereby authorises the Bank to debit the Account for the total amount of any payment, purchase, withdrawal of cash or transfer of funds effected with the Card in accordance with the Bank's record of transactions.

- 9.6.2 Cash withdrawal transactions, when or where applicable made at POS terminals using the Card shall be subject to the following:
- (a) that the cash withdrawal shall be made together with purchases made using the Card;
 - (b) the amount of each cash withdrawal is not more than the limit specifically prescribed by the Bank and/or the relevant merchant in respect of cash withdrawal of this nature, whichever is lower, from time to time and at any time.

9.7 MERCHANT TRANSACTION

- 9.7.1 Merchant transaction, when or where applicable made at POS terminals may be transacted through e-Debit merchants in Malaysia and Visa authorised merchants using the card; whereas merchant transaction, when or where applicable made via internet may be transacted through Visa authorised merchants only.
- 9.7.2 Merchant transaction, when or where made through e-debit merchants in Malaysia using the card is referred to as e-Debit purchase and shall be subject to the following:
- (a) the transaction amount shall not be more than the limit specifically prescribed by the Bank which is subject to change from time to time and at any time.
 - (b) only be transacted at e-Debit merchants in Malaysia at POS terminals.
 - (c) such other relevant terms and conditions that the Bank and/or the relevant merchant may impose at their sole and absolute discretion from time to time.
- 9.7.3 Merchant transaction, when or where applicable made at POS terminals or internet transacted via Visa using the card is referred to as retail transaction and shall be subject to the following:
- (a) the transaction amount shall not be more than the limit specifically prescribed by the Bank which is subject to change from time to time and at any time.
 - (b) only be transacted at Visa authorised merchants.
 - (c) such other relevant terms and conditions that the Bank and/or the relevant merchant may impose at their sole and absolute discretion from time to time.

10. DEPOSIT

The amount of any cash or cheques which the Cardmember deposits with the use of the Card are subject to the final verification of the Bank before crediting to his/her respective account(s). The amount verified shall be conclusive and irrefundable and shall be deemed to be the correct amount deposited. Proceeds from cheque(s) which are accepted for collection will not be available until the cheque(s) are cleared.

11. RECORD OF TRANSACTION

- 11.1 The Bank's record of any transaction processed by the use of the Card shall be conclusive and binding for all purpose subject to Clause 9.1.1 above.
- 11.2 The Cardmember agrees not to withdraw, inclusive of fund transfers, any amount exceeding such amounts as the Cardmember is permitted to withdraw or transfer per account per day (except as provided in Clause 9.1, 9.2, 9.3, 9.4 and 9.5 above) or such limit as may be imposed by the Bank from time to time, and subject to availability of funds in his/her respective account(s).
- 11.3 The balance which is reflected on the ATM against the Cardmember's respective account number(s) shall not include his/her deposit(s) which has/have not been verified by the Bank. It will also not account for cheque(s) which the Cardmember is issued and has not been processed by the Bank. The amount stated on the ATM shall not for any purpose whatsoever be taken as conclusive statement of the Cardmember's respective account(s) with the Bank.

12. TERMINATION

- 12.1 The Cardmember may terminate the use of his/her Card by giving the Bank written notice of termination and returning the Card cut in halves to the Bank, whereupon the use of the Card will be terminated.
- 12.2 The Bank may at any time in its absolute discretion without notice and without giving any reason terminate the use of the Card. Without prejudice to the generality of the foregoing, the Bank may terminate the use of the Card, upon the occurrence of any one or more of the following events:-
- (a) the bankruptcy, insolvency, death or incapacity of the Cardmember; and/or
 - (b) any breach by the Cardmember of this Agreement.
- 12.3 If the use of the Card is terminated by the Bank or the Cardmember for any reason, the Cardmember shall forthwith return the Card to the Bank cut in halves. The Cardmember shall instruct the Bank the mode that the available balance in the Account, if any, is to be refunded to the Cardmember, failing which the available balance, if any, will be transferred to the Registrar of Unclaimed Money after seven (7) years.

- 12.4 There will be no refund of any annual or other fees payable upon the termination of the Card for any reason.
- 12.5 Upon termination of the use of the Card, the Bank shall not render to the Cardmember the monthly Statement and will forfeit the benefits extended to Cardmember (if any).

13. EXCLUSION OF LIABILITY

- 13.1 (a) (The Bank is not responsible for goods or services supplied by any Authorised Merchant, establishment or the quality or performance of any goods and services pursuant to or in relation to any Card Transaction.
(b) The liability of the Cardmember to the Bank is not affected by any dispute or counterclaim or right of set-off which the Cardmember may have against the Authorised Merchant.
- 13.2 The Bank is not liable in any way if any Authorised Merchant refuses to accept or honour the Card for any reason.
- 13.3 The Bank is not liable if it is unable to perform its obligations under this Agreement due, directly or indirectly, to any industrial dispute, war, Act of God or anything outside the control of the Bank, its servants or agents.
- 13.4 The Bank is not liable in any way for any injury to the credit, character and reputation of the Cardmember in and about any repossession of the Card or any request for its return.
- 13.5 The Bank is not liable in any way to the Cardmember for any inconvenience, loss, damage or embarrassment of any nature due to or arising from any damage to or loss of or inability to retrieve any data or information that may be stored in any microchip or circuit howsoever caused.
- 13.6 Without prejudice to the generality of the provisions of this Clause 13, the Bank is not liable in any way to the Cardmember for any other loss, damage, cost or expenses of any nature arising out of or in connection with the use of the Card and/or this Agreement.
- 13.7 Without prejudice to the generality of the provisions of this Clause 13, the Bank is not liable in any way to the Cardmember for any inconvenience, loss, damage or embarrassment of any nature due to or arising from:
(a) any delay in the release of any amount placed on hold on the Account;
(b) any hold placed on the Account upon receipt of a request for authorisation of a Card Transaction or a notice of a Card Transaction of a request for payment (including but not limited to a request by electronic means) notwithstanding that such requests or notice were unauthorised or forged or that the Card Transaction was not carried out or was rescinded.
- 13.8 The Cardmember shall not assign his rights under this Agreement.

14. EXCLUSION OF LIABILITY

- 14.1 The Bank may vary the terms of this Agreement at any time in such manner as the Bank may determine and such changes will be notified to the Cardmember by the Bank either in writing or by publication thereof or by any other means or manner as the Bank may select and such changes so notified will be binding on the Cardmember, effective from the date specified by the Bank.
- 14.2 If the Cardmember does not accept any such changes, the Cardmember may, within seven (7) days after the Bank has given such notice, terminate the use of the Card in accordance with Clause 12.
- 14.3 If the Cardmember retains or uses the Card after the Bank has given notice of any changes in this Agreement, the Cardmember is deemed to have accepted and agreed to such changes without reservation.

15. FEES AND CHARGES

- 15.1 (i) Annual Fees as prescribed by the Bank for the Card when issued or renewed. The Annual Fees shall not be refunded.
- (ii) Service charge at such rate as the Bank shall at its sole discretion determine for its services rendered and costs and expenses incurred in respect of/arising from the production of copying Transaction Receipts or other documents at the request or for the purpose of the Cardmember are as follows :
 - (a) Photocopy of Transaction Receipts RM15-00
 - (b) The replacement of lost or stolen Card under Clause 3.4.
- (iii) In addition and without prejudice to the rights of the Bank to charge such fees and charges as provided herein, the Bank reserves the right to deduct the Account for the following:-
 - (a) Cash Withdrawal Fee:-
 - i. For successful transactions at PBB ATMs - FREE.
 - ii. For successful transactions at all other ATMs via MEPS ATM network - RM1-00.
 - iii. For successful transactions at all other ATMs via VISA ATM network - RM10-00.

- (b) Balance Enquiry Fee:-
The fees and charges in item (iii) herein shall be payable in the event the Cardmember performs the above transactions as follows:
 - i. At MEPS ATM - FREE.
 - ii. At terminals other than the Banks - RM1-00 per enquiry.
 - (c) Monthly Statement Fee:-
 - i. Monthly e-Statement Fee - FREE
 - ii. Hardcopy Statement Fee - RM1-00 will be imposed monthly.
 - (iv) Legal fees (on a Solicitor and Client basis) and other expenses incurred by the Bank in the enforcement of the Bank's right and entitlement under this Agreement and the recovery of monies owed by the Cardmember to the Bank under the Account.
 - (v) Any other reasonable fees and charges imposed by the Bank from time to time for services and facilities rendered to the Cardmember.
- 15.2 Notwithstanding the above provisions, the Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the Annual Fees, service charges, Cash Withdrawal Fee, Balance Enquiry Fee, Monthly Statement Fee, referred to in item 15.1 above and handling charges and additional charges from time to time with prior notice to the Cardmember.

16. DEFAULT

- 16.1 The Bank may at its absolute discretion and at any time with or without notice and without assigning any reason thereof cancel/ revoke the Card or refuse to renew the Card or suspend or restrict the use of the Card by the Cardmember.
- 16.2 In addition to and without prejudice to Clause 16.1 above, if :
- (i) the Cardmember defaults in the payment of any monies hereby covenanted to be paid in the manner herein provided after the same shall have become due whether formally demanded or not; or
 - (ii) the Cardmember breaches any of the terms of this Agreement in any way whatsoever; or
 - (iii) the Cardmember commits an act of bankruptcy or becomes bankrupt or allows any judgement against him/her to remain unsatisfied for more than thirty (30) days; or
 - (iv) a distress, execution, attachment or other legal proceedings is levied, enforced or taken out against the Cardmember's properties and is not discharged or stayed within seven (7) days; or
 - (v) the Bank decides in its sole and absolute discretion that the financial position of the Cardmember is or has become unsound and/or any event or events has/have occurred or a situation exists which could or might prejudice his/her ability to fulfill the terms of this Agreement is or has become impaired; or
 - (vi) if the Cardmember fails to pay any sums of moneys due and payable by the Cardmember under and in respect of any loans or accounts or facilities granted to the Cardmember by the Bank or any subsidiary of the Bank after the same shall have become due whether formally demanded or not; or
 - (vi) if the Cardmember dies or becomes insane;
then, in any such event, the Bank may, by written notice to the Cardmember and in its absolute discretion, cancel/ revoke the Card.
- 16.3 Upon the cancellation of the Card or upon the revocation, suspension or restriction of the rights of the Cardmember to use the Card as aforesaid, all monies owing to the Bank by the Cardmember under the Account shall become immediately due and payable and the Cardmember shall upon demand by the Bank, settle the Account.
- 16.4 The Cardmember hereby acknowledges that any Card cancelled or revoked may be placed on the Cancellation List which may be circulated to all Authorised Merchants and/or member institution of Visa International and all branches of the Bank.
- 16.5 Notwithstanding any other provisions of this Agreement, the Cardmember agrees that he/she shall hold the Bank harmless and indemnify the Bank for any loss, damage, costs and expenses (legal or otherwise including costs on Solicitor and Client basis), fees and charges, postages or courier cost, and any other expenses or charges which the Bank may incur in enforcing or attempting to enforce payments under this Agreement against the Cardmember.

17. OVERSEAS TRANSACTIONS

- 17.1 The Cardmember may use the Card outside Malaysia where there are Authorised Merchants and/or member institutions of Visa International.
- 17.2 The Cardmember may use the Card for cash withdrawals through any designated ATMS installed in such approved countries as shall be announced by the Bank or by Visa International from time to time. The Cardmember shall ensure that all inter-country transactions by the Cardmember via ATM shall not violate the laws existing in the country where the transactions are conducted.

- 17.3 Where the Cardmember uses the Card outside Malaysia, the transaction incurred will be converted to Ringgit Malaysia using US Dollar as the base currency on the date the item is received and/or processed at such exchange and at such time as may be determined by Visa International at its absolute discretion plus an administration cost of 1.25%. The exchange may differ from the rate in effect on the date of the transaction due to market fluctuations. Such rate imposed shall be final and conclusive and the Cardmember shall bear all exchange risks, losses, commission and other bank charges which may thereby be incurred.
Such rate imposed shall be final and conclusive and the Cardmember shall bear all exchange risks, losses, commission and other bank charges which may thereby be incurred.
- 17.4 Wherever applicable, the Cardmember shall comply with the Exchange Control regulations issued by Bank Negara Malaysia in respect of any overseas transactions. The Cardmember shall be held responsible for any infringement of such regulations and any amendments thereto.

18. MISCELLANEOUS

18.1 RIGHT TO SET OFF AND CONSOLIDATION

The Cardmember agrees that the Bank may in its absolute discretion at any time and without notice immediately combine or consolidate all or any account(s) of the Cardmember including accounts in the name of the Bank and/or of the Cardmember jointly with others (whether current, deposit, loan or of any other nature whatsoever whether subject to notice or not and in whatever currency) wheresoever situated and set off or towards satisfaction of any sum due to the Bank under this Agreement. Where such combination, consolidation, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Bank's prevailing exchange rate which shall be determined by the Bank at its sole discretion.

18.2 LAW

This Agreement between the Bank and the Cardmember shall be deemed to be executed and made at the Bank's Head Office in Kuala Lumpur and any breach of the terms stated herein shall be deemed to have arisen in Kuala Lumpur irrespective of where the Cardmember may reside.

18.3 WAIVER

Time shall be the essence of this Agreement but no failure to exercise and no delay in exercising, on the part of the Bank, of any right power, privilege or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right power privilege or remedy. The right and remedies herein provided are cumulative and not exclusive of any right or remedy provided by law.

18.4 PRESERVATION OF RIGHT AND ENTITLEMENT

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

18.5 DISCLOSURE

- (i) The Bank shall have the right to check the credit standing of any applicant for the Card and/or check the standing of the Cardmember at any time as and when the Bank deems fit without reference to the Cardmember.
- (ii) The Cardmember hereby authorises the Bank and/or its officers to make use of, disclose, divulge or reveal any information relating to the Cardmember and the Account in such manner and to such extent as the Bank shall from time to time consider necessary:-
 - (a) To any merchant, any bank or financial institution, Visa International and any member institution of Visa International or any interested party to facilitate the use of the Card or the processing of any transaction effected or to be effected through the use of the Card or any investigation of whatsoever nature to be made.
 - (b) For or in connection with any action or proceeding taken for the purpose of recovery of monies due and payable by the Cardmember to the Bank under this Agreement.
 - (c) To any authority or body established by Bank Negara Malaysia or any the other authority having jurisdiction over the Bank.
 - (d) The Cardmember hereby agrees that as long as any monies due under the Account shall remain outstanding, the Bank shall be entitled to disclose information on his/her business (including his/her accounts and/or future accounts) with the Bank to companies which are or which in the future may be a subsidiary of the Bank and that the subsidiaries of the Bank shall also be entitled to make such disclosure to the Bank and/or to the other said subsidiaries.

18.6 NOTICES

- (i) The Cardmember shall inform the Bank in writing of any change of address and/or employment or business.
- (ii) Any statement of account, correspondence or notice to the Cardmember may be delivered by hand or sent by prepaid post to the Cardmember's address stated in the Bank's Application Form or to such other address notified by the Cardmember to the Bank from time to time and shall be deemed to have been duly received by the Cardmember within three (3) business days of posting. Any failure on the part of the Cardmember to notify any change of his/her address resulting in delay or return of any monthly Statement, correspondence and notice shall not prejudice the Bank's rights and entitlement under the Agreement.

18.7 SERVICES OF NOTICE

The parties hereby agree that the service of any notice in respect of any claim arising out of or connected with this Agreement may be effected by forwarding a copy of the same by post to the Cardmember's last known address stated in the Bank's Card Application Form or to such other address notified by the Cardmember to the Bank from time to time and shall be deemed to have been served at the time of posting of the notice and in proving delivery it shall be sufficient to prove that the same was properly addressed and put in the post despite any evidence to the contrary.

18.8 CERTIFICATE OF INDEBTEDNESS

A certificate signed by an officer of the Bank as to the monies for the time being due and owing to the Bank from the Cardmember shall be final and conclusive evidence or proof that the amount appearing therein is due and owing and payable by the Cardmember to the Bank in any legal proceedings. Any admission or acknowledgement in writing by the Cardmember or any person authorised by the Cardmember of the amount of indebtedness of the Cardmember to the Bank and any judgement recovered by the Bank against the Cardmember in respect of such indebtedness shall be binding and conclusive in any court within or outside Malaysia.

18.9 SEVERABILITY

The invalidity or unenforceability of any of the provisions herein shall not affect the validity or enforceability of the other terms or provisions herein contained which shall remain in full force and effect.

18.10 OTHER TERMS AND CONDITIONS

The terms and conditions herein stated shall be in addition to and not in derogation of any specific agreement or arrangement now or hereafter subsisting between the Bank and the Cardmember or any terms and conditions that may be specified in any letter of offer given by the Bank to the Cardmember from time to time.

18.11 SUPERSEDING AGREEMENT

All previous agreements or arrangement, if any, made between the Bank and the Cardmember, written or verbal, are hereby cancelled and superseded by this Agreement.

18.12 COMMUNICATIONS

The Bank shall be entitled (but not obligated), at its sole discretion, to rely and act on any communication, request or instructions which the Bank in its sole opinion believes emanates from the Cardmember (whether orally or in writing and whether in person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or without the Cardmember's consent or authority), and any action taken by the Bank pursuant thereto shall bind the Cardmember and the Bank shall not be liable to the Cardmember for any loss or damage incurred or suffered by it as a result of such action. The Bank shall not be under any duty to verify the identity of any person communicating purportedly as or on behalf of the Cardmember.

18.13 INDEMNITY

Without derogation to any other clause herein, the Cardmember shall indemnify and keep the Bank fully indemnified against all claims, demands, actions, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) suffered, incurred or sustained by the Bank, directly or indirectly, by reason of or in connection with this Agreement, including without limitation:-

- (i) any use or misuse of the Card; and/or
- (ii) breach of any provision of this Agreement on the part of the Cardmember; and/or
- (iii) the enforcement or protection of the Bank's rights and remedies against the Cardmember under this Agreement; and/or
- (iv) any change in any law, regulation or official directive which may have an affect on the Account and/or this Agreement.

OPERATING HOUR

The Cardmember shall use the card to perform any payment transactions or cash withdrawal at Authorized Merchants and/or Self Service Terminals which are subject to the standard operating hours from 6:00 a.m. to 12:00 a.m., local time.

CUSTOMER SERVICE

LOST CARD

For lost or stolen cards, call 03-2179 5000 or go to the nearest Public Bank branches or Visa member bank (if Overseas) to file a report. Report any lost or stolen Card immediately. Should there be a compromise on your secret PIN you must also report it immediately. For details, please refer to Clause 3 of the Cardmember Agreement.