

Alliance Debit Card/Debit Card-i Terms & Conditions



ALLIANCE BANK
ALLIANCE ISLAMIC BANK

Terms and Conditions as at 1 June 2018

The Terms and Conditions herein shall govern the use of your ATM Card/Debit Card/Debit Card-i (“Debit Card”) issued by Alliance Bank Malaysia Berhad or Alliance Islamic Bank Berhad (“the Bank”) which is binding on you. You are deemed to have accepted these Terms and Conditions upon receipt of your ATM Card and/or Debit Card (as the case may be).

The Terms and Conditions herein may however be superseded by such variations, revisions and/or changes as may be made by the Bank from time to time and at any time, subject to prior notice and your retention and/or use of your ATM Card and/or Debit Card (as the case may be) after the effective date of such variations, revisions and/or changes shall constitute your unequivocal acceptance of such variations, revisions and/or changes.

All the records and entries appearing in the Statement of Account shall be deemed to be correct and binding on you unless such written notice to the contrary shall have been received by the Bank within fourteen (14) days from the statement date as stated in the Statement of Account. In the absence of such notification from you, the Statement of Account shall be deemed as your conclusive confirmation and acceptance of all the transactions stated therein.

The Terms and Conditions herein shall also be read as a whole together with the Bank’s Deposits Terms and Conditions, Conditions for allianceonline Service, and any other relevant terms and conditions in respect of the Account, as well as other rules and regulations as may be binding on and/or applicable to the Bank from time to time.

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

“**Account**” means the Current and/or Savings Account which the Cardholder has or may have with the Bank at any time and includes those accounts opened by the account holder from time to time.

“**Acts of God**” shall mean any event that directly and exclusively results from the occurrence of natural causes that could not have been prevented by the exercise of foresight or caution; an inevitable event.

“**allianceonline Service**” stands for allianceonline and means the Bank’s internet banking facilities or services.

“**ATM**” means an automated teller machine or card-operated machine including but not limited to machines belonging to the Bank or other banks located locally and/or internationally participating in the MEPS Network or Mastercard ATM Network.

“**ATM Card**” means a card issued by the Bank which enables the Cardholder to conduct ATM and MyDebit transactions including cards issued in renewal or replacement of such card.

“**ATM Limit**” means the maximum combined limit that can be set by the Cardholder at the Bank’s ATM for daily cash withdrawal and/or retail purchases made via MyDebit payment network. The ATM withdrawal and retail purchases limit for MyDebit payment network are shared.

“**Authorised Cash Outlets**” shall mean any branch, office and/or location designated by the Bank or any member institution of which are authorised to accept CIRRUS or MEPS or any other brand owners of which the Bank is a member of Mastercard International to effect Cash Withdrawal.

“Authorised Merchant” shall mean any retailer or person, firm or corporation who pursuant to a merchant agreement with the Bank agrees to accept or cause its outlet to accept Debit Card when properly presented for payment for the supply of goods and/or provision of services;

“Auto-Debit” means the recurring payments which the Cardholder makes via the Debit Card for payment of insurances/takaful, bills and/or other services that the Bank may provide and/or introduce from time to time.

“Bank” means either Alliance Bank Malaysia Berhad or Alliance Islamic Bank Berhad and includes its successors in title and assigns.

“Cardholder” means a Cardholder of the Bank to whom the Debit Card has been issued.

“Card-Not-Present Transaction” means card transaction made where the Cardholder is unable to physically present the card when payment for the particular transaction is affected including but not limited to online, auto-debit, Mail Order and Telephone Order (MOTO) transactions.

“Card Present Transaction” means card transaction made where the Cardholder physically presents the Debit Card when payment for the particular transaction is affected including but not limited to Retail Purchases.

“Cash Withdrawal” means cash withdrawn from any Authorised Cash Outlets.

“CIRRUS” shall mean any banks or financial institutions participating in the Mastercard ATM network managed by Mastercard.

“Contactless Reader/Terminal” refers to radio-frequency identification (RFID) secure reader equipped within a POS Terminal for making payment.

“Contactless Transaction” refers to a transaction made by tapping or waving the Debit Card in front of a Contactless Reader.

“CDM” means Cash Deposit Machine belonging to the Bank.

“CES” means Cheque Express Services belonging to the Bank.

“Current Balance” shall mean the available balance in the Designated Account after deducting the Cash Withdrawal and Retail Purchases incurred by the Cardholder during the Statement Period.

“Debit Card/Debit Card-i” shall mean any Mastercard/MEPS/MyDebit branded card or ATM Card (where applicable) issued by the Bank under such category(ies) and/or type(s) as may be determined by the Bank from time to time which may be issued in affiliation or in association with any third party and/or under any product, select name and/or references including any replacement thereof issued by the Bank to the Cardholder.

“Debit Transaction” means a Transaction effected through the use of the Debit Card with PIN or contactless or signature. This may include Cash Withdrawals, Retail Purchases and any other service which the Bank may offer or introduce from time to time.

“Designated Account” means the primary Account (which has been designated by the Bank) for the time being for the purpose of carrying out the Debit Transactions. The Cardholder may change this Designated Account via making a service request.

“Expiry Date” means the expiry date printed on the Debit Card where applicable.

“Mastercard” or “Mastercard International” shall mean Mastercard International Incorporated, a company organised under the State of Delaware having its current office and principal place of business at 2000 Purchase Street, Purchase, NY10577-2509, United States of America of which the Bank is a member institution.

“MEPS Network” means the banks and financial institutions participating in the MEPS ATM Network managed by Malaysian Electronic Payment System (1997) Sdn Bhd.

“MyDebit” means a Retail Purchase made by the Cardholder through a POS Terminal or Contactless Reader installed at the payment counter of any Authorised Merchant(s) that accepts the Bank’s Debit Card, and routed to MyDebit payment network.

“Overseas Transaction” means Transaction performed at Authorised Merchants and/or Authorised Cash Outlets outside of Malaysia using the Debit Card.

“Payee Corporations” means Corporation(s) whose bills can be paid through the services.

“PIN” shall mean a six (6) digit personal identification number of the Cardholder used to access Services offered through the use of the Debit Card.

“POS” means point of sale at the time and place where a Retail Purchase is performed at Authorised Merchant outlets.

“POS Limit” means the maximum permissible limit set by the Cardholder at ATM that can be used for Retail Purchase made via the Mastercard payment network in the respective Authorised Merchant’s outlets.

“POS Terminal” means an electronic device belonging to the Bank or any other banks or financial institutions or any other third party in Malaysia or elsewhere that is used to process card payments at Authorised Merchant outlets which accepts payments.

“Recipient” means any party to whom the Transaction requires the Bank to deliver or remit any Transactions, documents or payments. The Recipient shall, where the context so requires, include the Cardholder.

“Retail Purchase” shall mean for the purpose of this Agreement, all payments for Card-Present-Transaction and/or Card-Not-Present Transaction incurred using the Debit Card.

“Security Codes” means the security codes given by the Bank to the Cardholder for access to the respective Services comprising of the PIN, TPIN (for Phone Banking Services), TPIN and TAC (for allianceonline), and includes any other user name, password, personal identification number, digital certificate or any other security codes as the Bank may issue from time to time for access to all or any of the Services and reference to the term “Security Codes” shall mean the security code or codes relevant to the respective Services as the context shall require.

“Services” means services offered to the Cardholder through SST, Debit Card, allianceonline, Phone Banking and any other electronic banking service that the Bank may offer or introduce from time to time.

“SST” means the Self Service Terminals which include the ATM, CDM and CES.

“Statement of Account” means a statement of account of the Designated Account reflecting the Transactions effected by the Cardholder using the Debit Card which the Cardholder may access via allianceonline or updated into the Cardholder’s passbook.

“Statement Period” shall mean the period as determined by the Bank in which all Cash Withdrawal, Retail Purchase, including any fees and/or charges of whatsoever nature incurred using the Debit Card including any payment made to credit to the Debit Card account and all other Transactions whatsoever as may be appropriate are recorded by the Bank and indicated in the Statement of Account.

“Transaction” or “Instruction” means any and all banking transaction effected through the use of the Debit Card and shall include but shall not be limited to Cash Withdrawal, Retail Purchase, payment, fund transfer, balance inquiry, deposit of cash or cheque, payment of bills, public share issue application services and any other electronic banking services as the Bank shall offer or introduce from time to time (whether via ATM, POS Terminal, Contactless Reader, allianceonline or such other terminals or channels that is available to the Cardholder). For avoidance of doubt, the term “Transaction” or “Instruction” shall also include “Debit Transactions”.

“Transaction Limit” means the maximum accumulated daily ATM Limit and POS Limit permitted by the Bank which may be varied by the Bank from time to time with notification to Cardholder to affect Transaction.

Words importing the masculine gender shall include the feminine and neutral gender and vice versa.

Words applicable to natural persons shall include any body or persons, company, corporation, firm or partnership, corporate or incorporated, where applicable.

2. USAGE OF THE DEBIT CARD

2.1 The Cardholder acknowledges and agrees that:

- the Cardholder must sign on the back of the Debit Card immediately on receipt from the Bank;
- the Debit Card is not transferable and can only be used by the person to whom it is issued;
- the Debit Card may be linked to the Account(s) belonging to the Cardholder to conduct transactions;
- the Cardholder is allowed to link up to seven (7) Accounts to the Debit Card. When more than one (1) Account is linked to the Debit Card, the Cardholder should designate one (1) of the Accounts as the Designated Account;
- the Cash Withdrawals and MyDebit Retail Purchases made using the Debit Card are subject to the ATM Limit set by the Cardholder, subject always to the maximum limit allowable by the Bank;

- for Debit Card Retail Transaction via Mastercard payment network and/or for online purchases, such purchases are subject to the POS limit set by the Cardholder, subject always to the maximum limit allowable by the Bank;
- to pay for purchases using Debit Card at any Authorised Merchant, the Cardholder may authorise the Debit Transactions by (i) signing on the Transaction Receipt prepared by the Authorised Merchant; (ii) entering PIN at the POS Terminal; or (iii) performing Contactless Transaction;
- in the event purchases using Debit Card are made via online, mail order or telephone order (MOTO), SST or non-signature based transactions, the Cardholder agrees that confirmation receipts and/or acceptance issued by any Authorised Merchant or its affiliates for such transactions shall be deemed satisfactory documentary evidence as used and the Cardholder must adhere to these Terms and Conditions;
- the Cardholder will not use the Debit Card for, or in connection with any unlawful activity or purpose such as illegal online betting or payment for any illegal purchases which may result in the Bank rejecting Debit Transactions at POS Terminals or payment gateways and terminating the card immediately, without any liability on the Bank;
- the Cardholder will not hold the Bank liable, responsible or accountable in any way whatsoever by reason of any loss, damage, or injury, other detriment incurred by the Cardholder if the Debit Card is not honoured;
- if the Cardholder incurs any delay, cost, expense, loss, damage and/or other detriment due to any mechanical defect or malfunction of any ATM, POS Terminal, internet network or due to a loss or interruption of power supply, the Cardholder hereby excludes the Bank from any and all liability and responsibility, and/or waives all the Cardholder's rights and remedies against the Bank with respect thereto; and
- the Cardholder agrees that all Transactions effected on the Debit Card are subject to:
 - (i) the respective ATM Limit and POS Limit;
 - (ii) the fees and charges as stated in the Bank's Tariff and Charges on the Bank's website at www.alliancebank.com.my or www.allianceislamicbank.com.my; and
 - (iii) the Current Balance in the Designated Account being sufficient to authorise for any Transactions and fees and/or charges imposed by the Bank.

2.2 Where there is a dispute between the Cardholder and the Payee Corporation(s) or Authorised Merchant arising from the use of Debit Card, or where the Cardholder has paid in excess that what is due to the Payee Corporation(s) or Authorised Merchant, the Cardholder shall settle such dispute with or obtain an adjustment or refund from, as the case may be, the Payee Corporation(s) or Authorised Merchant and the Cardholder hereby agrees that the Cardholder shall not hold the Bank liable for any losses or damages which the Cardholder may incur arising from the dispute or excess of payment.

2.3 The Cardholder will be required to use the Debit Card and PIN to register for allianceonline at the ATM and/or the Bank's website (www.allianceonline.com.my) or such other website as may be notified to the Cardholder by the Bank. By registering for allianceonline, the Cardholder will be deemed to have agreed to be bound by the terms and conditions of allianceonline as set out in the relevant website.

2.4 A pre-authorisation amount of RM200.00 (“the Pre-authorisation Amount”) is required for petrol transactions at the self-service pump in petrol stations. The Pre-authorisation Amount is a temporary hold from your Designated Account Current Balance before petrol is filled. The Pre-authorisation Amount will be cleared within three (3) calendar days and the actual amount for petrol transaction will be debited from your Designated Account.

2.5 The use of the Debit Card by the Cardholder shall be governed by the Terms and Conditions herein, including all requirement, directives, regulations and guidelines in relation thereto issued by the Bank and any authority having jurisdiction over the Bank, at any time and from time to time.

3. CONTACTLESS TRANSACTION

3.1 The Debit Card supports two (2) types of Contactless Transactions which are:

- a) MyDebit contactless – a contactless payment method via MyDebit payment network that can be performed at any POS Terminal that displays MyDebit logo; and
- b) Mastercard PayPass – a contactless payment method via Mastercard payment network that can be performed at any POS Terminal that displays Mastercard PayPass logo.

3.2 Each Contactless Transaction is capped at RM250. In the case where the Contactless Transactions have exceeded the threshold of RM250 for each Contactless Transaction, the Cardholder is required to sign on a transaction sales draft generated from the POS Terminal or enter PIN at the POS Terminal.

3.3 If the Contactless Transaction exceeds the cumulative contactless limit, the Cardholder can still make payment by inserting the Debit Card into the POS Terminal and enter PIN. Once the PIN is confirmed, a transaction sales draft will be issued upon authorisation.

3.4 The Contactless Transactions are subject to the Transaction Limit.

4. DEBIT ACCOUNT

4.1 The Bank shall render to the Cardholder a monthly Statement of Account (for active accounts only) showing Transactions incurred by the Cardholder.

4.2 The Transactions posted in the Designated Account with the Bank as appearing in the monthly Statement of Account shall be deemed to be correct and binding on the Cardholder (and in the case of a joint Account, all account holders) unless written notice to the contrary have been given to the Bank within twenty one (21) days from the Statement Date as stated in the monthly Statement of Account.

4.3 In the absence of notification from the Cardholder in the manner set out in clauses above, the Statement of Account shall be deemed conclusive evidence of the Cardholder’s confirmation and acceptance of the Transactions therein. The Cardholder shall further be deemed to have waived any rights to raise any objection against the Bank in respect of the Designated Account.

4.4 If the Cardholder’s Account is overdrawn, the Cardholder shall, on demand by the Bank, make good the amount overdrawn plus any interest thereon which shall be calculated based on the Bank’s prevailing interest rate (not applicable for Debit Card-i).

- 4.5 Any deposit received towards the Account may be applied in the manner as the Bank may at its absolute discretion deem fit. Any payment received hereunder may be placed and kept to the credit of a suspense account for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liabilities due or incurred by the Cardholder.
- 4.6 The Bank will not affect any payment order or Instruction unless there is sufficient balance in the Designated Account on the payment order or Instruction date and shall not be liable for any loss or damage. The Designated Account balance shall exclude uncleared cheque(s) or remittances not received. All payment orders or Instruction will be void if the Designated Account is closed or the payment order or Instruction is cancelled on or before payment date.
- 4.7 The Cardholder must notify verbally or in writing to the Bank of any changes in his/her personal particulars, including but not limited to, NRIC number, name and address that may occur from time to time and to hold the Bank harmless from any claims, losses, damages, costs and expenses arising from any change of these details.
- 4.8 The Bank shall be entitled to treat the Bank's record of any Transaction effected by the use of the Debit Card including Transactions at specific ATM, CDM, Contactless Reader/POS Terminals and/or through such other modes that may be introduced or implemented from time to time, as evidence of Transaction properly effected by the Cardholder to be debited to the Account.
- 4.9 In some circumstances, Mastercard may allow the Cardholder to charge a Debit Card transaction back to the Authorised Merchant with whom the Retail Purchase was made (if the chargeback right is available) subject to the complaint or dispute having been made to the Bank by the Cardholder verbally or in writing within twenty one (21) calendar days from the posting date of such Transaction in the Cardholder's Designated Account and the Cardholder has provided the necessary information requested by the Bank to support the chargeback within the requested timeframe.
- 4.10 All Transactions arising from the use of the Debit Card that is designated for joint Accounts shall be binding on all account holders, who are jointly and severally liable and responsible for the Transactions. The mandate of a joint Account shall not be revoked until and unless the joint account holder whose mandate is to be revoked surrenders his/her Debit Card to the Bank.
- 4.11 Transactions at the ATM using the Debit Card for Cash Withdrawal, fund transfer, bill payment and public share issue application services are subjected to daily limit set by the Bank or subject to the availability of Current Balance.
- 4.12 The Cardholder agrees to effect payments or transfers for the purpose of honouring commitments before the stipulated time as prescribed by the Payee Corporation, Authorised Merchant or Recipient.
- 4.13 The Bank shall not be liable to the Cardholder for any cost, expense, loss, damage and/or any other detriment incurred by the Cardholder howsoever arising from and/or incidental from any delay, error, inability, mistake and/or omission in the provision of any SST, Mastercard, CIRRUS, MEPS or MyDebit services of whatever kind, including that arising from and/or incidental to:
- a) any Law, Bank Negara Regulations, any other relevant foreign law or banking regulations, and/or any other rule or regulation imposed by any authority with power in that regard;
 - b) any error, mistake and/or failure on the part of the Cardholder including but not limited to the wrong account number keyed in by the Cardholder in the course of utilising the Services;

- c) the drawing up, delivery and/or transmission of any Instruction and/or Transaction;
- d) the inability to locate or the misidentification of any Recipient; and
- e) the inability of any Recipient to take delivery, make available, present or draw on any Instruction, document of credit, payment and/or Remittance howsoever caused.

5. FEES AND OTHER RELEVANT CHARGES

- 5.1 The Bank shall levy fees and charges for the Services rendered including but not limited to Card Issuance Fee, Annual Fee, Card Replacement Fee, Cash Withdrawal Fee via Mastercard, CIRRUS and MEPS Network, Balance Inquiry Fee via CIRRUS and MEPS Network, Sales Draft Retrieval Fee and Overseas Transaction Conversion Fee. Notwithstanding the imposition of such fees, Transactions carried out through the Services will be charged the usual charges and commissions.
- 5.2 The Cardholder agrees to pay all fees and charges incurred in this clause and authorises the Bank to debit his/her Account, at any time notwithstanding that such debiting may cause the Account to be overdrawn.
- 5.3 The fees and charges may be varied from time to time at the absolute discretion of the Bank. Should there be any changes in the fees and charges, the Bank shall give twenty one (21) days notice.
- 5.4 Unless otherwise specified herein, the Bank's charges exclude any current taxes and future taxes that may be imposed under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Bank will be entitled to recover such taxes from the Cardholder.
- 5.5 All Debit Card related fees and charges can be found at www.alliancebank.com.my or www.allianceislamicbank.com.my

6. OWNERSHIP OF THE CARD AND SECURITY CODES MANAGEMENT

6.1 Responsibility of Cardholder

- a) The Debit Card shall remain the property of the Bank at all times and the Cardholder shall not transfer or otherwise part with the control or possession of the Debit Card for any use or purpose unauthorised by the Bank under this Agreement.
- b) The Cardholder shall not use the Debit Card but shall immediately return the same cut in halves to the Bank in the event of any one of the following:
 - upon expiry of the Debit Card;
 - upon cancellation, termination, replacement and surrender of the Debit Card by the Cardholder;
 - upon request made by the Bank for the return of the Debit Card;
 - upon cancellation, revocation and suspension of the Debit Card by the Bank;
 - upon discovery of the Debit Card after notification of its loss or theft;
 - the PIN is disclosed or exposed or compromised, voluntarily or otherwise, to any person; or
 - failure on the part of the Cardholder to remember his/her PIN.
- c) Upon the Cardholder returning the Debit Card for cancellation or following the loss, theft or mutilation of the Debit Card, the Bank may, at its sole and absolute discretion issue a replacement Debit Card to the Cardholder. Any replacement Debit Card issued by the Bank will be subject to a replacement fee as stated under the Bank's Fees and Charges.

6.2 Confidentiality of PIN

- a) A PIN is strictly confidential and shall be kept secure by the Cardholder and should not be disclosed to anyone under any circumstance or for any reasons whatsoever. The Cardholder shall:
 - sign the card as soon as it is received and comply with any security instructions;
 - use a strong PIN which is hard to guess or imitate;
 - protect the card, the PIN, and any card security details;
 - not select a PIN or use the PIN negligently or recklessly which will contribute to or cause losses from any unauthorised transactions from the use of the Card by any third party;
 - destroy any notification of the PIN or the card security details and do not disclose the PIN to anyone else including the police and Bank staff;
 - not allow another person to see the PIN when you enter it or it is displayed; and
 - notify the Bank immediately (orally or in writing) upon becoming aware of the PIN being exposed, used or known to a third party and cut the Card in half across the magnetic stripe and chip ensuring it's completely damaged.
- b) The Cardholder shall take reasonable steps to keep the Debit Card and PIN secure at all times, including at the Cardholder's place of residence. These include not:
 - disclosing the Debit Card details or PIN to any other person;
 - writing down the PIN on the Debit Card or on anything kept in close proximity with the Debit Card;
 - using a PIN selected from the Cardholder's birth date, identity card, passport, driving license or contact numbers; and
 - allowing any other person to use the Debit Card and PIN.
- c) If the PIN should be disclosed or exposed or compromised for any reason whatsoever or if the Cardholder should forget his/her PIN, the Cardholder hereby undertakes to immediately notify the Bank orally and in writing and return the card, cut in halves, to the Bank.

6.3 Security Code Management

- a) The Cardholder hereby authorises the Bank to deliver his/her Security Code/PIN to him/her at the Cardholder's own risk by whatever means the Bank deems fit and the Cardholder agrees to hold the Bank harmless from all claims and liabilities, loss or damage incurred or suffered in the event the PIN shall fail to reach the Cardholder by reason that the document containing the Security Code is intercepted or retained by any other person or lost in transit.
- b) That the Security Codes must be kept secret and the Security Code once received by the Cardholder must be changed immediately after the Cardholder has received and read them and may only be used by the Cardholder and no one else. If a Security Code is not issued to the Cardholder, the Cardholder will be advised to create his/her own Security Code as a condition for access to the Services.
- c) To gain access to allianceonline Services, Cardholder is first required to be authenticated via the ATM and its Security Code for registration of mobile phone number to receive the Security Code required to effect first time login to. The terms of allianceonline Services usage shall be governed by the "Conditions for allianceonline Services" which includes but not limited to the usage of allianceonline Services and its accounts linking policy.
- d) That no one other than the Cardholder has access or is able to have access to the Security Codes to enable him/her to carry out any Transactions through any of the Services and the Security Codes are not written down in any form or manner which may be deciphered by anyone or kept together or disclosed or exposed to any person (including the employees of the Bank) under any circumstances or at any time.
- e) The Cardholder understands and agrees that his/her Security Code is strictly confidential and hereby undertakes not to disclose or expose or compromise or in any way cause or allow his/her Security Code to be disclosed or exposed or compromised to any person under any circumstances including Bank Staff or

by any

means whether voluntarily or otherwise, and must take all care to prevent the Security Code from becoming known to any other person. The Cardholder understands and agrees that failure to comply with this requirement may expose the Cardholder to the consequences of theft and/or unauthorised use of the Debit Card, in which event the Cardholder shall be liable for all Transactions made and charges incurred under the Debit Card, whether or not such Transaction or charge is within his/her knowledge or authority.

7. OVERSEAS TRANSACTIONS

- 7.1 Overseas Transactions will be subject to the fees and charges as stipulated for Overseas Transactions contained in these Terms and Conditions. The exchange rate, where applicable, shall be at the prevailing spot exchange rates on the date of Transaction.
- 7.2 All inter-country Transactions by the Cardholder shall not violate the laws existing in the country where the Transaction is effected. Where applicable, the Cardholder shall comply with the guidelines set forth in the Foreign Exchange Administration issued by Bank Negara Malaysia and shall be liable for any infringement of such regulation, including any amendment thereto.
- 7.3 The Bank may at any time with notice, suspend or terminate the Cardholder's ability to use the Debit Card at any ATMs or Authorised Merchants outside Malaysia and the Bank shall not be liable to the Cardholder for any loss or damage suffered by the Cardholder resulting in any way from such suspension or termination.
- 7.4 For foreign currency Transactions (Transactions other than those made in Ringgit Malaysia), the rate of exchange on the date of such posting may therefore differ from the rate of exchange on the date of the Transaction.
- 7.5 Foreign currency Transactions are first converted to US Dollars through Mastercard International before the US Dollars are subsequently converted to Ringgit Malaysia on the date the Transaction is posted into Cardholder's Designated Account at the conversion rate and charges as determined by Mastercard International and shall be inclusive of 1% foreign exchange spread by the Bank.
- 7.6 All international Retail Purchases made via contactless or PIN and Transactions via ATMs shall be subject to the laws existing in the country where the aforementioned Transaction originates. For all such aforementioned Transactions, the exchange rate, where applicable, shall be at the prevailing spot exchange rates on the date the Transaction is posted.

8. OPT-IN REQUIREMENT FOR OVERSEAS TRANSACTIONS AND CARD-NOT-PRESENT TRANSACTIONS

- 8.1 The Cardholder will only be able to perform Overseas Transactions and/or Card-Not-Present Transactions using the Debit Card if he/she has registered to opt-in in the following manner:
 - a) Overseas Transactions via ATM machines or by contacting the Bank's Contact Centre at 03-5516 9988.
 - b) Card-Not-Present Transactions via any of the Bank's branches or by contacting the Bank's Customer Service Centre at 03-5516 9988.

9. LIABILITY OF CARDHOLDER

- 9.1 The Cardholder agrees and undertakes to take all reasonable care and precaution to prevent the loss or theft of the Debit Card, not to disclose the Security Codes and/or personal and account details to any person, and

shall immediately notify the Bank (in the event of loss or theft in Malaysia) or Mastercard International (in the event of loss or theft outside of Malaysia) of the loss or theft of the Debit Card via telephone, post, facsimile transmission or electronic mail accompanied by a police report (where applicable). The Cardholder fully understands that failure to take reasonable care and precaution of his/her Debit Card may expose him/her to the consequences of theft and/or unauthorised use of his/her Debit Card. In the event of loss, the Bank and/or Mastercard is under no obligation to provide a replacement.

- 9.2 The Cardholder shall notify the Bank immediately upon receiving short message service (SMS) transaction alert if the transaction was unauthorised.
- 9.3 Until and unless such notification as referred to in Clause 9.1 hereinabove (whether verbally or in writing) is received by the Bank, the Cardholder shall remain liable for all charges and Transactions incurred via and/or on the Debit Card, whether or not such charge or Transaction is within his/her knowledge or authority. The said liability shall without prejudice to the generality of the foregoing include any Transaction effected through the use of the lost or stolen Debit Card (whether before or after the request for a replacement Debit Card), including transactions effected but not yet posted to the Designated Account, and any existing standing instructions made by the Cardholder to an Authorised Merchant. The Cardholder is solely responsible to notify the Authorised Merchant to cancel or amend any existing standing instructions in relation to the loss or theft of the Debit Card and/or the replacement Debit Card.
- 9.4 Where investigation by the Bank discloses that the Cardholder is involved or has contributed to the losses resulting from any unauthorised Transactions, the Cardholder shall be liable for all charges and Transactions incurred via and/or on the Debit Card whether before or after the receipt by the Bank of the notification that the Debit Card is lost or stolen.
- 9.5 The Cardholder shall be liable for unauthorised Transactions which require PIN, signature verification or use of a contactless Debit Card if Cardholder has:
- a) acted fraudulently;
 - b) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of Debit Card;
 - c) voluntarily disclosed PIN to another person;
 - d) recorded the PIN on your Debit Card, or anything kept in close proximity with the Debit Card;
 - e) left the Debit Card or an item containing the Debit Card unattended in places visible and accessible to others; or
 - f) voluntarily allowed another person to use your Debit Card.
- 9.6 Notwithstanding and without prejudice to the generality of the clauses in the Terms and Conditions herein the Cardholder shall expressly agree that the use of the Debit Card is at his own risk and shall assume all risk, incidental to or arising out of the use of the Debit Card. This includes the use of the Debit Card for any financial and non-financial Transactions including the use of the Debit Card for the registration of any services, be it provided by the Bank or otherwise.
- 9.7 The Cardholder cannot use the Debit Card for any unlawful activities. If the Bank suspects or has reasons to believe that the Debit Card has been used for any unlawful activity, the Bank may take any actions that the Bank considers appropriate in order to meet any obligation or requirement in Malaysia or elsewhere in the world in connection with the prevention of any unlawful activity including but not limited to fraud, money

laundering, terrorist activity, bribery, corruption or tax evasion or the enforcement of any economic or trade sanction. The actions the Bank may take include immediately suspending or terminating the use of the Debit Card, making reports and taking such other actions as the Bank may decide as appropriate.

- 9.8 In the event of any proceedings in or analogous to bankruptcy or insolvency of the Cardholder, the Bank may prove for and agree to accept any dividend

10. EXCLUSION OF LIABILITY

- 10.1 The Bank shall not in any circumstances be held liable for damages suffered or loss incurred by the Cardholder including but not limited to loss of reputation or embarrassment:
- a) in respect of any representation or implication that may arise as a result of
 - (i) any cancellation or refusal on the part of the Bank to renew the Debit Card;
 - (ii) any suspension or restriction imposed by the Bank on the use of the Debit Card by the Cardholder; and/or
 - (iii) withdrawal of any benefits or privileges conferred on the Cardholder under the Debit Card.
 - b) arising from any act or omission of any Authorised Merchant or Authorised Cash Outlets, howsoever caused;
 - c) due to any retention of the Debit Card and/or refusal by any Authorised Merchant or Authorised Cash Outlets to honour the Debit Card;
 - d) in respect of any statement, representation or communication made by any Authorised Merchant or Authorised Cash Outlets; and/or
 - e) as a result of defect or deficiency in goods purchased or services rendered by any Authorised Merchant or Authorised Cash Outlets.
- 10.2 The Bank shall not be liable for any loss, injury or damage suffered including consequential and economic loss, howsoever caused and/or arising by or from mechanical defect or malfunction of the ATMs, CDMs, POS Terminals, Contactless Terminals or any other SSTs whether owned by the Bank or otherwise party or by any circumstances beyond the Bank's control, Acts of God or by strikes and or other labour disputes.
- 10.3 The Bank reserves the right to add, amend, and/or withdraw any Payee Corporation from its Services without assigning any reason(s) thereof and shall not be held liable for any loss or damage suffered as a result of such action.

11. TERMINATION, SUSPENSION AND CANCELLATION

- 11.1 The Cardholder may terminate the use of the Debit Card by giving the Bank written notice of termination and returning to the Bank the Debit Card cut in half, whereupon the use of the Debit Card will be terminated. The Cardholder shall be and will remain liable for any Transactions effected through the use of the Debit Card prior to the receipt by the Bank of such written notice of termination and return of the Debit Card cut in half to the Bank.
- 11.2 The Bank may at any time in its absolute discretion with prior notice suspend, terminate or restrict the use of the Debit Card and without any liability whatsoever to the Cardholder or any third party for doing so. Without prejudice to the generality of the foregoing, the Bank may suspend, terminate or restrict the use of the Debit

Card, upon the occurrence of any one or more of the following events:

- a) the bankruptcy, insolvency, death or incapacity of the Cardholder;
- b) any breach of the Terms and Conditions or provision by the Cardholder of this Agreement or laid down by any legal, regulatory or other authority or body relevant hereto; and/or
- c) the Cardholder fails to pay any fees or charges when due.

11.3 The termination of the use of the Debit Card does not affect the Cardholder's liability or obligations in respect of instructions received by the Bank prior to such termination that have been processed or are being processed by the Bank after such termination. However, upon such termination, the Bank will be under no obligation to process or complete processing instructions received prior to such termination.

11.4 If the use of the Debit Card is terminated by the Bank or the Cardholder for any reason, the Cardholder shall forth with return the Debit Card to the Bank cut in half.

11.5 There will be no refund of any annual fees or other fees payable upon the termination of the Debit Card for any reason. Upon termination of the use of the Debit Card, the Bank shall not render to the Cardholder the monthly Statement of Account.

12. PRIVILEGES AND BENEFITS WHERE APPLICABLE

12.1 The Bank may on each cycle statement credit into the Cardholder's Designated Account, Cash Back amount earned on overseas Retail Purchases arising from the use of Debit Card at Authorised Merchants.

12.2 The Cash Back shall be subject to such terms and conditions as the Bank may prescribe and the amount of Cash Back shall be calculated at such rate and by reference to such parameters as the Bank may at its sole discretion determine from time to time.

12.3 Without prejudice to the generality of the foregoing, Cash Back shall only accrue and be credited only for so long as the Account remains in good standing.

12.4 Cash Back shall not be granted in the event the Account is suspended or closed or this Agreement is terminated (notwithstanding that such Cash Back may relate to the period preceding the suspension or closure of the Account or the termination of this Agreement).

12.5 For the latest Cash Back rates and other related privileges applicable to Debit Cards, please refer to www.alliancebank.com.my or www.allianceislamicbank.com.my.

13. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Malaysia. The Cardholder hereby agrees to irrevocably submit to the exclusive jurisdiction of the Malaysian Courts.

14. PRESERVATION OF RIGHTS 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 use of Debit Card by the Bank or the termination of Banker and Cardholder relationship between the Bank and the Cardholder.

15. VARIATION

- 15.1 The Cardholder agrees that the Bank shall have the right to, from time to time, to vary, add to, delete or amend the rates, fees, charges as well as any terms and conditions, not specifically referred to elsewhere herein, by notifying the Cardholder of such alteration by giving twenty one (21) Calendar Days notice either through monthly statements or electronically or otherwise.
- 15.2 The notification in Clause 15.1 may be made by the Bank in the Statement of Account and/or in any other manner as the Bank shall in its absolute discretion consider appropriate;
- 15.3 Any alteration referred to Clause 15.1 shall take effect on the date specified by the Bank. Retention or use of the Mastercard after the effective date specified by the Bank shall be deemed to constitute acceptance of such alteration without reservation by the Cardholder.
- 15.4 In the event the Cardholder shall not be agreeable to such alteration, the Cardholder shall immediately surrender the Mastercard and return it to the Bank, cut into halves and with holes punched through both the SMART chip and magnetic strip, failing which the Cardholder shall be deemed to have accepted such alteration. Upon the surrender and return of the Mastercard by the Cardholder, all monies owing to the Bank by the Cardholder under his Mastercard Account shall remain due and payable and in any event the Cardholder shall immediately upon demand by the Bank (the exercise of the Bank's right of demand shall be at the Bank's sole and absolute discretion) settle his Mastercard Account.

16. TELECOMMUNICATION

Subject to proper verification, the Bank may rely and act upon any verbal or written instructions received from the Cardholder through any mode acceptable to the Bank as it may deem fit in its absolute discretion including but not limited to, by telephone, online or facsimile. The Bank shall not be held liable to the Cardholder in any way for acting in good faith upon receiving such instructions notwithstanding that it is subsequently shown that the same was not given by the Cardholder or for any misunderstanding or any error, loss, delay, or damages suffered as a consequence of the Bank acting on or acceding to any such instruction or request.

17. NOTICE

- 17.1 Any Statement of Account, correspondence or notice to the Cardholder may be delivered by hand or sent by facsimile or post (registered, ordinary or otherwise) to the Cardholder's last known address registered with the Bank and such service shall be deemed effective at the time of dispatch or transmission by facsimile or three (3) Business Days after the date of posting notwithstanding that it be undelivered or returned undelivered, as the case may be.
- 17.2 Any failure on the part of the Cardholder to notify the Bank of any change of address resulting in delay or the return of any Statement of Account, correspondence and/or notice shall not prejudice the Bank's right or entitlement under this Agreement.
- 17.3 Notwithstanding any provision herein, the Bank shall have the absolute discretion to serve any notice whatsoever on the Cardholder by any other means, including but not limited to:
- a) in one (1) daily newspaper advertisement;
 - b) via electronic means including but not limited to email and/or publication on a website;

- c) displaying the said notice, where appropriate, in the Bank's premises in which event such notice shall be deemed to have been served on the Cardholder on the date the advertisement appears in the newspaper or the date the said notice was first displayed in the Bank's premises as the case may be; and/or
- d) Statement of Account.

18. SERVICE OF LEGAL PROCESS

The Cardholder hereby agrees that the service of any writ of summons or any legal process in respect of any claim arising from or connected with this Agreement may be effected by forwarding a copy of the same to the Cardholder by way of prepaid registered post sent to the Cardholder's address as stated in the Bank's Account Opening Application Form or such other address notified by the Cardholder and received by the Bank from time to time or any other manner permitted by the relevant laws and such service shall be deemed good and sufficient service thereof on the Cardholder after the expiration of seven (7) days from the date of posting thereof notwithstanding that the same may be returned undelivered.

19. CERTIFICATE OF INDEBTEDNESS

A certificate signed by the officer of the Bank as to the monies for the time being due and owing to the Bank from or by the Cardholder shall be conclusive evidence or proof against the Cardholder for all purposes whatsoever including for purposes of any legal proceedings.

20. SEVERABILITY

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

21. DISCLOSURE

21.1 The Cardholder irrevocably consents to and authorises the Bank and its officers and employees to disclose and furnish all information concerning the Cardholder's particulars and affairs (financial or otherwise), account details, relationship with the Bank, the terms of agreement and any other matters relating to the Cardholder or its business and operations to the following classes of persons in such manner and to such extent as the Bank at its absolute discretion may consider necessary:

- the Bank's related companies by virtue of Section 5 of the Companies Act 1965 or any associated company of the Bank (the Bank together with the aforesaid related/associated companies are collectively referred as "Alliance Bank Group") and their assignees and successors-in-title. For avoidance of doubt, disclosure to the Alliance Bank Group shall be for facilitating the operations, businesses, cross-selling and other purposes of the Bank and/or the Alliance Bank Group provided always that disclosure for cross-selling purposes shall not be effected if such disclosure is objected by the Cardholder upon written notification to the Bank;
- any person for or in connection with any action or proceeding taken to recover monies due and payable by the Cardholder to the Bank;
- regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States;

- other banks or financial institutions including Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad (if applicable) and any other relevant authority as may be authorised by law to obtain such information, or such authorities/agencies established by Bank Negara Malaysia, or any agency established by the Association of Banks in Malaysia/Association of Islamic Banks in Malaysia;
- Central Credit Reference Information System, Dishonoured Cheques Information System, credit bureaus, credit reporting agencies and corporations set up for the purposes of collecting and providing credit information;
- the Bank's accountants, auditors, solicitors, advisors, consultants and/or other agents as may be required for the proper performance of their functions, duties and obligations to the Bank and the Alliance Bank Group;
- the Bank's service providers, nominees, agents, contractors or third party service providers engaged by the Bank and its related or associated companies to carry out the Bank's functions and activities;
- any entity which the Bank deems fit taking into consideration public interest, allegations of fraud/forgery/any crime allegedly committed through the Account and/or by the Cardholder;
- an external party as may be required for any corporate exercises/due diligence activities undertaken by the Bank and/or the Alliance Bank Group;
- any party which in the future may express intention to acquire an interest/shareholding in the Bank pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between the Bank and such parties; and
- any other persons or entities with the Cardholder's prior consent.

22. DISPUTES

22.1 The Cardholder shall resolve all complaints, claims and disputes against the Authorised Merchant or Authorised Cash Outlets directly and not through the Bank. The Cardholder hereby undertakes not to enjoin the Bank in any such claims and/or disputes or legal proceedings.

22.2 Any claims and/or disputes which the Cardholder may have against the Authorised Merchant or Authorised Cash Outlets shall not relieve the Cardholder of the obligation to pay the amounts incurred under this Agreement to the Bank.

22.3 If there are any service related queries or complaints, the Cardholder may write to info@alliancefg.com.

23. INDEMNITY

To the fullest extent permitted by law, the Cardholder undertakes to hold the Bank harmless and to indemnify the Bank against all actions, proceedings, claims, demands, losses, damage, costs and expenses (including but not limited to legal expenses on a full indemnity basis) which the Bank may sustain or incur in enforcing or attempting to enforce its rights under this Agreement, should the Cardholder be in breach of any of the Terms and Conditions contained herein.

24. FORCE MAJEURE

Without prejudice to any provisions of this Agreement, the Cardholder agrees not to hold the Bank liable in the event that the Bank is unable to perform in whole or in part any of its obligations under this Agreement, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond the Bank's control or due to any factor in a nature of a force majeure.

25. GENERAL DECLARATION

- 25.1 The Cardholder acknowledges that a copy of the Product Disclosure Sheet (“PDS”) from the Bank (via the Branch or website at www.alliancebank.com.my) has been obtained and that the information contained therein has been fully read and understood including all information related to fees and charges.
- 25.2 The Cardholder authorises the Bank, from time to time, to access, obtain, verify and/or use any data or information from any source (including credit reference agencies, Bank Negara Malaysia (“BNM”), the Credit Bureau and/or the Central Credit Reference Information System (“CCRIS”) and such relevant authorities) for purpose of evaluation of credit standing, usage of this product and any facility or service that the Cardholder has or may have (whether or not with the Bank) as the Bank may at its sole and absolute discretion deems fit.

Debit Card-i

In addition to the above Terms and Conditions, the following terms and conditions shall apply to the Debit Card-i. (Only applicable for Current Account-i and Savings Account-i)

- a) The Debit Card-i is issued based on the “Ijarah” concept which means a contract of leasing of such asset or wages of such labour for a pre-determined duration and at a pre-determined charge or wage (as the case may be).
- b) In the context of the Debit Card-i, it refers to the Cardholder agreeing to lease the Debit Card facility/service from the Bank for an annual Ujrah (fee) which usage shall be governed by and subject to the terms and conditions contained herein, including those contained in the Bank’s Deposits Terms and Conditions, Conditions for allianceonline Services, and any other relevant terms and conditions in respect of the Account, as well as other rules and regulations as may be binding on and/or applicable to the Bank from time to time.

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