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**FINEXUS CARDS  
PREPAID CARD  
&  
WALLET AGREEMENT**

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**Notis / Notices**

FINEXUS Cards Sdn Bhd ("FINEXUS Cards") dengan ini memberi Notis bahawa ia adalah menjadi satu keperluan untuk FINEXUS Cards mengumpul dan memproses maklumat peribadi dan butiran terperinci yang dibekalkan oleh anda untuk tujuan dan berkaitan dengan permohonan anda termasuk dan tidak terhad kepada merekod, menyimpan, mengurus, penyesuaian, pengubahan, pembetulan, pemadaman, mendapat kembali maklumat, penggunaan data peribadi tersebut sama ada secara kewangan atau sebaliknya, dan maklumat yang berkaitan dengan akaun anda ke tahap mana yang dianggap perlu oleh FINEXUS Cards, dan; untuk memberitahu, mendedahkan, menyebarkan atau menghantar data peribadi anda kepada VISA Inc./ Mastercard dan/atau pegawai-pegawainya, Bank Negara Malaysia (BNM) dan/atau pihak berkuasa yang berkaitan atau badan-badan berkanun yang berada di bawah rangkap BNM, syarikat yang berkaitan dengan FINEXUS Cards berserta dengan sekutu perniagaan, pembekal servis dan/atau mana-mana pihak yang dianggap perlu oleh FINEXUS Cards. Anda juga boleh meminta untuk mengetahui dan/atau mengemaskini dan meminda maklumat peribadi anda dan permintaan tersebut atau pertanyaan lain hendaklah dibuat secara bertulis kepada FINEXUS Cards atau melalui Pusat Khidmat Pelanggan kami di +603 4051 9911. Sila maklum bahawa permohonan anda tidak dapat diproses sekiranya FINEXUS Cards tidak mendapat maklumat peribadi dan kebenaran daripada anda.

*FINEXUS Cards Sdn Bhd ("FINEXUS Cards") hereby notifies that it is necessary for FINEXUS Cards to collect and process your personal information and details which have been furnished by you for the purposes of and in connection with your application including but not limited to recording, storing, organizing, adaptation, alteration, correction, erasure, retrieval, use of your personal data whether financial or otherwise, and information relating to your account to such extent and in such manner as FINEXUS Cards may at its sole discretion deems fit, and; to disclose, divulge, disseminate or transmit your personal data to VISA Inc./ Mastercard and/or its officers, Bank Negara Malaysia (BNM) and/or such other authority or body established by BNM, FINEXUS Cards' related corporations, associates, affiliates, service providers, and/or any other parties as FINEXUS Cards deems necessary. You may also request for access to and/or to update and amend your personal information and such request or other inquiries shall be made in writing to FINEXUS Cards or via our Call Centre at +603 4051 9911. Please be informed that FINEXUS Cards may not be able to process your application if your personal information and consent is not obtained.*

**Pengakuan / Declaration**

Saya dengan muktamadnya bersetuju tanpa syarat dan memberi kuasa mutlak kepada FINEXUS Cards Sdn Bhd (No. Syarikat Baru 200501024587 (Lama 706720-U)) untuk mendedahkan maklumat peribadi saya termasuk dan tidak terhad kepada merekod, menyimpan, mengurus, penyesuaian, pengubahan, pembetulan, pemadaman, dapatan semula maklumat, penggunaan data peribadi tersebut; dan untuk memberitahu, mendedahkan, menyebarkan atau menghantar data peribadi sama ada secara kewangan atau sebaliknya, dan maklumat yang berkaitan dengan akaun saya ke tahap mana yang dianggap sesuai oleh FINEXUS Cards, kepada VISA Inc./Mastercard dan/atau pegawai-pegawainya, BNM dan/atau pihak berkuasa yang berkaitan atau badan-badan berkanun yang berada di bawah rangkap BNM, syarikat yang berkaitan dengan FINEXUS Cards berserta dengan sekutu perniagaan, pembekal servis dan/atau mana-mana pihak yang dianggap perlu oleh FINEXUS Cards.

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

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

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

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

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

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

*I hereby irrevocably and unconditionally agree and authorise FINEXUS Cards Sdn Bhd (Co ID New 200501024587 (Old 706720-U)) to disclose my personal information including but not limited to recording, storing, organizing, adaptation, alteration, correction, erasure, retrieval, use*

*of my personal data; and to disclose, divulge, disseminate or transmit my personal data, whether financial or otherwise and information relating to my account to such extent and in such manner as FINEXUS Cards may at its sole discretion deems fit to VISA Inc/Mastercard. and/or its officers, BNM and/or such other authority or body established by BNM, FINEXUS Cards' related corporations, associates, affiliates, service providers, and/or any other parties as FINEXUS Cards deems necessary.*

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

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

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

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

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

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

## FINEXUS CARDS SDN BHD – PREPAID CARD & WALLET AGREEMENT

This Agreement is made between:-

**FINEXUS CARDS SDN BHD** (Co ID New 200501024587 (Old 706720-U)), a company incorporated in Malaysia with its registered address at FINEXUS Campus #1, Jalan Pangkor, Titiwangsa Sentral, 53000 Kuala Lumpur, Malaysia (“**FINEXUS Cards**”); and

The person whose name and address described in the Prepaid Card Application Form (“**Cardmember**”).

These terms and conditions form a binding agreement between you and FINEXUS Cards Sdn. Bhd. and govern the use of the Card issued by FINEXUS Cards Sdn. Bhd. These terms and conditions apply to your use of FINEXUS Prepaid Card.

Please read them carefully before you sign or use the Card. By signing on the Prepaid Card Application Form or using the Card you are deemed to have read, understood and accepted these terms and conditions and agreed to be bound by this Agreement.

### 1. DEFINITIONS

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

“Acknowledgement of Receipt”	means any signed document or acknowledgment slip acceptable to FINEXUS Cards for the purpose of acknowledging receipt of the Card;
“Agreement”	means this FINEXUS Cards Sdn. Bhd. - Prepaid Card & Wallet Agreement including any addendums that may be added by FINEXUS Cards from time to time;
“ATM”	Automated Teller Machines that bearing/display the VISA/Mastercard and/or PLUS logos, and/or Cirrus or ATMs proprietarily powered by FINEXUS Cards;
“ATM Transaction”	means a transaction carried out at any ATM to withdraw cash;
“Balance”	means the value of funds in the form of electronic money (e-money) loaded into your Card or Wallet that is available in the Card Account/Wallet Account that does not exceed the Maximum Card/Wallet Value or falls below the Minimum Card/Wallet Value;
“Business Day”	means any day (other than Saturdays, Sundays or Public Holidays) on which banks are open for business in Kuala Lumpur, Malaysia;
“Call Centre”	means the FINEXUS Cards’ Call Centre +6 03 4051 9911;
“Card”	means a proprietary Mastercard/VISA prepaid card, either physical, digital or virtual, issued by FINEXUS Cards and includes any co-branded Mastercard/VISA prepaid card which has been issued in affiliation or association with any third party or under any

	product or select name or reference pursuant to license by Visa or Mastercard. It is also known as FINEXUS Prepaid Card;
“Card Account / Wallet Account”	means the Cardmember’s account to which funds are stored and payments for purchases of goods and services and cash withdrawal effected by the use of the Card and/or Wallet and all fees and/or charges are debited;
“Designated Channels, Reload Channels”	means the centres for the sale of the Card, initial reload and/or subsequent reload as appointed and authorised by FINEXUS Cards. The centres are not exhaustive and may be changed or replaced from time to time. Latest details of the current Designated Channels and/or Reload Channels can be found on our Website;
“FINEXUS Prepaid Card”	means the Visa or Mastercard card issued by FINEXUS in your name and which is linked to your FINEXUS Kayaaku Wallet. FINEXUS Prepaid Card is an electronic money (e-money) product regulated by the Central Bank of Malaysia (Bank Negara Malaysia)  It is a prepaid card and not a credit or debit card. It can be used by you to carry out Transactions;
“Joining Fee/ Physical Card Fee”	means the retail price of the Card payable upon application;
“Mastercard”	means Mastercard Inc. of 2000 Purchase Street, Purchase, NY 10577-2509 USA and includes its successors-in-tittle and assigns;
“Maximum Card/Wallet Value”	means the maximum amount of RM10,000.00 or any other amount determined by FINEXUS that can be stored in your Card Account/Wallet Account, depending on the identity evidence available and the category of Card applied for, at any point in time;
“Minimum Card/Wallet Value”	means the minimum amount of RM10.00 to be maintained in your active Card Account/Wallet Account at all times;
“Mobile App”	means a mobile application known as Kayaaku Wallet for the Cardmember’s usage which is available for download from Apple App or Google Play;
“PIN”	means the unique personal 6-digit identification number which is associated with your Card and which can be used to authorise MPOS/POS/EDC Transactions;
“Product Disclosure Sheet”	means a disclosure document about the Card, including but not limited to its features, fees, charges and benefits;
“Privacy Statement”	means FINEXUS’ Privacy Statement which, together with these Terms and Conditions, describes the basis upon which any personal data we collect from you, or that you provide to us, will be processed, handled and shared by us. The Privacy Statement may be amended from time to time in accordance with tis terms. A copy of the Privacy Statement can be found at <a href="http://www.FINEXUScards.com">www.FINEXUScards.com</a> ;

“Specified Address”	means any of the following: <ul style="list-style-type: none"> <li>(i) any of your addresses stated in the application form for the Card or any other address which you may notify us from time to time or any other address which we may obtain from reliable sources as determined by us; and</li> <li>(ii) any address from which any of your facsimile transmission or electronic mail or purporting to be your facsimile transmission or an electronic mail had been despatched to us;</li> </ul>
“Terms and Conditions”	means it includes the Fees set out in Product Disclosure Sheet. The Privacy Statement also applies to the relationship between us and you as a cardmember but it does not form part of the Terms and Conditions;
“Transactions”	means any type of transaction effected by using either the Card or Wallet including inquiries made on-line or any other electronic mode of communications relating to the Card or Wallet including without limitation to a POS (Point of Sales) / MPOS (Mobile Point of Sales) transaction, an E-Commerce transaction and/or ATM transaction;
“Visa”	means Visa Inc., P.O. Box 8999, San Francisco, CA 94128, United States of America and includes its successors-in-title and assigns;
“Welcome Pack” (applicable for physical Card only)	means the package containing any of the following: <ul style="list-style-type: none"> <li>(i) Card;</li> <li>(ii) Prepaid Card Application Form;</li> <li>(iii) Product Disclosure Sheet;</li> <li>(iv) This Agreement;</li> <li>(v) Frequently Asked Questions (FAQs); and</li> <li>(vi) any other documents or materials as may be provided by FINEXUS Cards as it deems fit;</li> </ul>
“We, Our, Us, FINEXUS Cards”	means FINEXUS Cards Sdn Bhd (Co ID New 200501024587 (Old 706720-U)), a company incorporated in Malaysia and having its business address at FINEXUS Campus #1, Jalan Pangkor, Titiwangsa Sentral, 53000 Kuala Lumpur;
“Wallet/Kayaaku Wallet”	means the prepaid account operated by FINEXUS Kayaaku Wallet and which is linked to your FINEXUS Prepaid Card;
“Website”	means <a href="http://www.FINEXUScards.com">www.FINEXUScards.com</a> ; and
“You, Your, Yours, Cardmember”	means any registered individual who has received and is authorised to use the Card as provided for in this Agreement.



**2. APPLICATION AND ELIGIBILITY FOR FINEXUS PREPAID CARD & KAYAAKU WALLET**

- 2.1 For Malaysians, you must be at least 18 years of age and hold a National Registration Identification Card (NRIC) or MyKad.
- 2.2 You must have a valid mailing address in Malaysia. We do not accept P.O. Box address.
- 2.3 For non-Malaysians, a photocopy of your passport and/or valid work permit and a valid address is required.
- 2.4 As part of this application process, you may need to:
- (a) Provide personal details (including your full name, date of birth, residential address, occupation, email address and mobile phone number) so that we may verify your identity; and
  - (b) Read and accept these Terms and Conditions and our Privacy Statement.
- 2.5 Where we are not able to verify your identity in accordance with clause 2.4 (a) above, we may ask that you provide further supporting documentation including scanned copies or photos or other form of identification documentation proof until we are able to verify your identity successfully. If we are unable to verify your identity based on the documentation you have provided, in certain circumstances we may ask you to provide certified copies of the supporting documentation to help us verify your identity.
- 2.6 The Card can be purchased at Designated Channels or applied online via our Website.
- 2.7 All Card applications are subject to a Joining Fee. We will not process any application for the Card if the Joining Fee has not been paid and received by us. Payment of the Joining Fee can be done as per the instruction on the Website or at the Designated Channels (as may be applicable from time to time). If you do not pay the Joining Fee at any of the Designated Channels within the stipulated time as specified by us, we shall treat your application as incomplete and void and you will have to re-apply for the Card. We strongly advise you to keep your receipt as proof of your payment of the Joining Fee.
- 2.8 We reserve the right to reject and decline your application for the Card at our sole discretion without assigning any reason whatsoever and our decision shall be final and conclusive.

**3. DELIVERY OF THE CARD**

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

**4. ACTIVATION OF CARD**

- 4.1 You are required to complete and submit the application form together with all relevant supporting documents as may be required, to the Designated Channels. You may be required to show proof of your original identification document such as your original National Registration Identification Card (MyKad) if you are a Malaysian citizen or your



original passport and/or work permit if you are a foreigner, and such other documents that we deem fit.

4.2 The Card can be activated via the following options:

- (a) Register and/or update your particulars online via our Website; or
- (b) Contact our Call Centre.

4.3 You are required to immediately sign on the signature panel behind the Card upon receipt of the Card and prior to carrying out any transaction.

4.4 You must first activate your Card before you can reload money into the Card Account.

4.5 Notwithstanding any provision herein, we have full discretion to accept or reject your application to activate the Card without assigning any reason whatsoever and you agree that we shall not be held responsible for any loss incurred and/or damage suffered by you as a result of us failing or refusing to activate the Card.

4.6 The Card shall be valid for such period as indicated on the face of the Card unless terminated earlier in accordance with this Agreement without assigning any reason.

## **5. RELOAD OF YOUR CARD / WALLET**

5.1 The balance on your Card Account/Wallet Account must never exceed any limits specified by us in term of usage of the Card/Wallet.

5.2 You may reload your Card/Wallet by addressing such request to any reload channels as listed in the Product Disclosure Sheet. Funds that are successfully requested will be credited to your Card/Wallet after the receipt of valid funding instructions by us.

5.3 We reserve the right to refuse to accept any reload request or transaction or to disable any particular top up method without notice in the interests of preventing bribery, fraud, money laundering or any other criminal, illicit or suspicious activities.

## **6. PERSONAL IDENTIFICATION NUMBER (PIN) / ONE TIME PIN (OTP)**

6.1 For the purpose of effecting a Card Transaction payment at an electronic point-of-sale terminal and/or ATM transaction with the Card, we may issue and mail the PIN only upon activation of your Card, to the address stated in the application form. The PIN shall be delivered to you at your own risk by whatever means we deem fit and you agree to hold us harmless from all claims and liabilities, losses or damages incurred or suffered in the event the PIN shall fail to reach you by reason that the document containing the PIN is intercepted or retained by any other person or lost in transit. Alternatively, you may create your own PIN by accessing your online portal account at our Website.

6.2 The PIN is strictly confidential and should not be disclosed to any person under any circumstances or by whatever means. Any failure to comply with this requirement may expose you to the consequences of theft and/or unauthorised use of the Card, in which event you shall be liable for all transactions and charges incurred whether or not such transaction or charge is within your knowledge or authority.

6.3 You hereby consent and agree that the PIN is served as a mean of authenticating and verifying your identity for the purposes of the Transaction contemplated under these terms and conditions set herein.

- 6.4 If the PIN is mailed by us, upon receipt of the PIN, you are required to change the PIN.
- 6.5 The PIN can be changed online and/or at Designated Channels which we may make available from time to time. Details can be obtained via our Call Centre and Website.
- 6.6 For the purpose of effecting a Transaction payment via your Wallet, you will be required to enter a One Time PIN (OTP) issued by us to you. The OTP issued to you is strictly confidential and should not be disclosed to any person under any circumstances or by whatever means. Any failure to comply with this requirement may also expose you to the similar consequences as stated under clause 6.2.

## **7. CARD / WALLET VALUE**

- 7.1 You may increase the value of the Card/Wallet through reload(s) provided that the value of the Card/Wallet does not exceed the Maximum Card/Wallet Value.
- 7.2 You must ensure that the Minimum Card/Wallet Value is maintained in your Card Account/Wallet Account and there are sufficient funds in your Card Account/Wallet Account to pay for each transaction including the applicable fees and charges imposed for the transaction. You are not allowed to use the Minimum Card/Wallet Value at all. If the total balance in your Card Account / Wallet Account is insufficient to maintain the Minimum Card/Wallet Value, your transaction will be declined. In addition, if you fail to maintain the required Minimum Card/Wallet Value in your Card Account/Wallet Account, we reserve the right to suspend your Card/Wallet until you reload your Card/Wallet. We shall not be held responsible for any loss incurred and/or damage suffered by you as a result of insufficient funds in your Card Account/Wallet Account or due to the suspension of your Card/Wallet.
- 7.3 You can reload your Card/Wallet at any Designated Channels we may make available from time to time. Reload fees are applicable and chargeable by our authorised Designated Channels or Reload Channels.
- 7.4 Each reload must be in the denomination fixed by the appointed Reload Channels specified by us, if any.
- 7.5 If the reload causes the value of the Card/Wallet to exceed the Maximum Card/Wallet Value, the reload will be rejected.
- 7.6 All reloads shall not be considered to have been made until we received the actual payment.

## **8. USE OF THE CARD / WALLET**

- 8.1 The use of the Card/Wallet and/or PIN as well as services, functions, facilities and transactions available in connection with the Card/Wallet shall be subject to these terms and conditions (as may be varied, modified or supplemented by us from time to time) and to the compliance with such requirements, limitations and procedures as may be imposed by us from time to time.
- 8.2 You may use the Card/Wallet to effect a transaction whether by way of Card payment or electronic payment for purchase of goods or services from any retailer or merchant ("Merchants") that accepts the Card/Wallet for Transaction.

- 8.3 You shall be responsible for all goods and services, tax and all other taxes that may be imposed on or payable in respect of any amount required to be paid under this Agreement or any transaction. You hereby authorise us to debit the amount for all goods and services, tax and all other taxes to your Card Account / Wallet Account.
- 8.4 You must make sure that there are sufficient funds available in your Card Account / Wallet Account to cover the amount of a Transaction and any applicable fees. You will only be able to carry out any Transaction using your Card/Wallet to the extent of your available Balance. Any Transaction you make using your Card/Wallet will be deducted from the funds held in your Card Account / Wallet Account.
- 8.5 You must ensure that the transaction amount is correct before effecting your payment either by way of a signature or by entering your PIN at any electronic point of sale terminals. By signing or entering your PIN, it is deemed that you have agreed to the transaction and confirmed the amount is correct.
- 8.6 Withdrawal
- 8.6.1 You may perform cash withdrawals at any ATM that accepts the Card provided you have sufficient Balance in your Card. An ATM withdrawal fee will be imposed for each cash withdrawal from any ATMs located within Malaysia. Cash withdrawals from any international ATMs will be subjected to such other applicable ATM withdrawal fee.
- 8.6.2 You are not to make any cash withdrawals from any ATMs which exceed the prescribed withdrawal limit of the ATM and/or the Card Value or any other amount as determined by FINEXUS Cards, whichever is applicable.
- 8.7 Internet Transaction (Card-Not-Present Transactions)
- 8.7.1 Upon receiving your documented consent, you may use the Card to purchase goods and/or services from Merchants through online internet sites, Mobile Apps or portals. You are solely responsible to ensure your Card information is kept secured and you agree to be fully liable for transactions effected over the internet through the use of your Card information, regardless of whether it is authorised or unauthorised. You agree that any entry of your Card information on the internet shall be regarded as a genuine and legitimate instruction from you and we are under no obligation to verify the identity or the authority of the person entering your Card information. We reserve the right at our sole and absolute discretion to refuse or reject any such internet transaction if the authenticity of the transaction is doubtful or it is otherwise suspicious or unlawful or for any other reason.
- 8.8 Transaction in Foreign Currencies
- 8.8.1 If you enter into a transaction in foreign currency using the Card, the transaction will be converted by VISA/Mastercard into Ringgit Malaysia, equivalent at the conversion rate as determined by VISA/Mastercard as at the date it is processed by VISA/Mastercard.
- 8.8.2 Any transaction entered by you using the Card outside of Malaysia may be subjected to an additional transaction fee as stipulated in the Product Disclosure Sheet.
- 8.9 Contactless Card Transaction
- 8.9.1 Your Card may use to purchase good and/or services at Visa payWave or Mastercard Tap & Go (formerly PayPass) readers.

- 8.9.2 A Visa payWave or Mastercard Tap & Go (formerly PayPass) reader is a point-of-sale device at which the Card may be used to effect a Card Transaction, either by tapping or waving the Card against such reader without requiring any signature, PIN or other authentication on your part.
- 8.9.3 You may use the Card to effect any number of Card Transaction on such reader as long as each Card Transaction's value does not exceed an amount which may from time to time be specified by us.
- 8.9.4 Any usage of the Card at any Visa payWave or Mastercard Tap & Go (formerly PayPass) reader shall be subjected to terms and conditions stipulated herein and/or such terms and conditions imposed by us from time to time.
- 8.9.5 Without prejudice to Clause 8.9, you undertake to be liable for all Contactless Card Transactions incurred using Visa payWave or Mastercard Tap & Go (formerly PayPass) and posted to your statement regardless of whether or not the Contactless Card Transactions were properly authorised by you. In this regard, you acknowledge the ease of which unauthorised Contactless Card Transaction may be carried out and accept the risk of unauthorised Contactless Card Transaction.

## **9. LOSS/THEFT OF CARD**

- 9.1 The Card shall remain our property at all times. You must keep your Card, PIN and Card information secure and use all reasonable precautions to prevent loss, theft or unauthorised use of your Card and ensure that your PIN and/or Card information is not disclosed to any other person. You agree that you shall be fully responsible and liable for all transactions effected by the use of the Card and/or the PIN and/or the Card information whether authorised or unauthorised.
- 9.2 It is important that you take all reasonable care and precautions to keep your Card details safe at all time. You must not allow your Cards to be used by anyone. You must also keep your PIN safe and must not disclose the PIN nor allow it to be used by anyone other than yourself.
- 9.3 Should you discover that your Card is lost, stolen or suspected of being compromised or used in an unauthorised way or your PIN and/or Card information is disclosed to any unauthorised person, you shall notify us immediately of the loss, theft or unauthorised use by calling our Call Centre followed by a written confirmation, facsimile and/or electronic mail. In certain circumstances, we may also require you to make a police report of the loss, theft or disclosure and provide us with a copy of the police report and any other information that we may require.
- 9.4 We shall try to prevent any transactions after you have reported the loss or theft of the Card by blocking the Card Account. You shall remain solely responsible and liable for all transactions carried out using your Card even if such transactions were carried out without your authorisation before our receipt of your written confirmation of the loss or theft or disclosure and until the Card Account is blocked.
- 9.5 We may at our absolute discretion, resolve that your liability be limited to RM250.00 provided that you have not acted fraudulently or compromised the security aspect of the Card and that you have given the required notification under Clause 10.3 above. The exercise of our discretion is final and you agreed to be bound by our decision.

**10. REPLACEMENT CARD**

- 10.1 Provided always that the Card is still valid and has not expired, a replacement Card shall be issued for the following:
- (a) loss or theft of your Card; or
  - (b) disclosure of the PIN to any unauthorised persons; or
  - (c) suspected that PIN has been compromised due to own negligence; or
  - (d) the chip or the magnetic strip on the Card is faulty, damaged or defective through no fault of yours.
- 10.2 However, if the Card is faulty, damaged or defective due to your own negligence, a replacement Card will be issued to you subject to a charge of stipulated in the Product Disclosure Sheet.
- 10.3 The balance from the blocked Card or defective Card will be transferred to the new Card accordingly upon activation.
- 10.4 In the event you do not wish to receive the replacement Card, your Card Account shall be terminated and the balance funds in your Card Account shall be refunded to you, less any applicable fees and charges within fourteen (14) Business Days from the date the request was made.

**11. EXPIRY**

- 11.1 A Card shall not be valid or useable upon its expiry. You are required to purchase a new Card upon the expiry of your Card.
- 11.2 Upon activation of your new Card, we shall transfer the balance from the previously expired Card to your new Card.
- 11.3 In the event that upon the expiry of the Card, you did not purchase a new card and you remain unreachable, the balance shall be refunded to you via cheque. We shall send the cheque to you by ordinary post to your last known address in our records. If the cheque is not presented by you within six (6) months, we shall cancel the cheque and the balance of the Card Value shall be sent to the Registrar of Unclaimed Moneys under the provisions of the Unclaimed Moneys Act 1965 (Act 370).

**12. CANCELLATION**

- 12.1 The contract between us which is set out in these Terms and Conditions will continue in effect until cancelled in accordance with this clause 12. Your card will be valid for the period ending on the last calendar day of month indicated on your Card, at which point we shall expect you to contact us and specifically request the renewal of your Card.
- 12.2 You may at any time on your own accord request to cancel your Card by sending a notice in writing or electronic mail notification to us. You can also cancel the Card via our Call Centre.
- 12.3 Upon your cancellation request, we will terminate the Card and the Card Account Balance will be refunded to you (less any applicable fees and charges) within thirty (30) Business Days from the date the request was made.

- 12.4 You shall remain liable for any transaction effected through the use of your Card prior to the cancellation request and confirmation by us on the cancellation.
- 12.5 We have the discretion to cancel the contract with you, with immediate effect, by giving written notice if you are in breach of an important part of these Terms and Conditions, including (a) if you repeatedly breach these Terms and Conditions and fail to resolve it to our satisfaction in a timely manner; (b) if you fail to pay when due any fees and charges that you have incurred; (c) if you violate any laws and regulations in respect of your usage of the Card and/or Wallet; (d) in the event of your death or incapacity.
- 12.6 We also reserve our rights to cancel the contract with you with immediate effect and/or suspend your Card/Wallet if we have reason to believe your Card/Wallet are deliberately being used by you or any one including third party to commit bribery, fraud, money laundering and/or for other illegal purposes. If we do this, we will inform you by phone, Short Messaging Services or e-mail only to the extent to which we are permitted to do so by law and you must stop using your Card/Wallet or stop from attempting to access it via our Website immediately.
- 12.7 Once your contract with us has been cancelled, you will not be entitled to a refund of money which you have already spent on Transactions authorised or pending, or any fees for the use of your Card or Wallet incurred before your contract with us was cancelled.

### **13. INSTRUCTIONS FROM YOU**

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

### **14. LIABILITY FOR TRANSACTIONS**

- 14.1 The Card is not transferable and you are responsible to keep your Card, PIN and Card information secure at all times, thus you are liable for all transactions effected through the use of your Card, PIN and/or Card information.
- 14.2 Notwithstanding Clause 6.2 above, all transactions including but not limited to internet transactions and cash withdrawals using your Card shall be deemed to have been made by you and we shall not be liable for acting in good faith for honouring the said transactions. You agree that you shall be solely and fully responsible and liable for all transactions effected by the use of the Card and/or the PIN and/or the Card information whether with or without your knowledge, acquiescence or authority. You agree that we shall not under any circumstances whatsoever be responsible or liable for all transactions effected by the use of the Card and/or the PIN and/or the Card information. You shall indemnify and keep us fully indemnified against and from all direct or indirect consequential losses, damages, claims, demands, actions, proceedings, costs and expenses (including legal fees and other disbursements) suffered by us including claims, actions and proceedings from third parties howsoever arising from such unauthorised use.



**15. TERMINATION OR SUSPENSION OF CARD / WALLET**

- 15.1 Subject to clause 15.4, we reserve all rights at our absolute discretion to suspend or terminate your Card/Wallet and/or Card Account/Wallet Account or limit the use of your Card/Wallet at any time without prior notice to you. If we suspend or terminate your Card through no fault of yours, you will be entitled to a refund of any balance in your Card Account after deduction of any outstanding fees and charges.
- 15.2 We may also at any time (i) suspend, restrict, cancel your Card and/or Wallet; (ii) suspend or restrict access to our Website; (iii) refuse to issue or replace your Card for the following circumstances:-
- (a) We have reasons to concern about the security of the Card or Wallet that we have issued to you;
  - (b) We have reasons to suspect your Card or Wallet is being used in an unauthorized, illegal or fraudulent manner;
  - (c) We are required to do so to be in comply with the law of any jurisdiction;
  - (d) We are being informed by you that your Card is lost or stolen pursuant to clause 9; and/or
  - (e) If your contract with us has been cancelled pursuant to clause 12.
- 15.3 We may refuse to carry out a Transaction:-
- (a) if we have reasons to believe that your action is in breach of these Terms and Conditions;
  - (b) if we have reasons to believe that a Transaction is potentially suspicious or illegal;
  - (c) if the total value of the Transaction you are attempting to make plus any applicable fees have exceeded your available Balance; and/or
  - (d) if we are unable to carry out a Transaction due to errors, failures or refusals caused by Merchants, ATM operators, Payment Brands (such as Mastercard, Visa, Union Pay etc) who are processing Transactions or any external factors that are beyond our control.
- 15.4 If we detect unusual or suspicious activity on your Card Account/Wallet Account, we may at our absolute discretion temporarily suspend and block the use your Card/Wallet immediately until we can verify the activity. We will attempt to notify you by phone or short message service (SMS) or electronic mail if we decide to suspend or block the use of the Card/Wallet.
- 15.5 You may terminate the Card by sending us a written letter requesting for such termination together with the physical Card cut in half across its microchip and magnetic strip. Refunds of the balance in your Card Account after deduction of any outstanding fees and charges shall be made to you.
- 15.6 The Card/Wallet may be terminated at our sole and absolute discretion in the event there is no Card/Wallet Transaction and the balance of the Card Value or Wallet Value is maintained at the Minimum Card/Wallet Value for a period of three (3) consecutive months or more.
- 15.7 You shall remain liable for all transactions effected through the use of your Card/Wallet prior to effective termination of your Card/Wallet and you shall be liable to pay us all fees and charges which remain outstanding, if any.



**16. SERVICE FEE, OTHER FEES AND CHARGES**

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

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

16.2 You agree and undertake to pay all fees arising out of and in connection with the use of your Card stated herein including but not limited to the maintenance fees, reload fee and such other fees and charges as we may prescribe from time to time.

16.3 You irrevocably authorise and agree that all such fees and charges payable by you as set out in this Agreement and listed on the Website may be debited by us directly from the available balance of your Card Account at such time as may be applicable and are non-refundable under any circumstances whatsoever.

16.4 We reserve the right to revise all fees and charges prescribed from time to time and to charge additional fees for new or additional services which may be offered by us in the future.

16.5 For full details of all the fees relating to the Card, please refer to our Website. Such fees/charges listed on our Website shall constitute and form part of this Agreement.

**17. EXCLUSION OF LIABILITY**

17.1 We are not liable in any way for any inconvenience, loss, damage, or embarrassment incurred or suffered in any of the following events:-

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

transmitted through or stored in any electronic system or medium, howsoever caused.

**18. LIMITATION OF LIABILITY**

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

**19. DISPUTED TRANSACTION ON GOODS AND SERVICES**

- 19.1 We are not responsible and shall not be liable for the goods and services purchased with your Card/Wallet, whether at the Merchant's premises, written instructions sent by mail, electronic mail or facsimile, telephone order, online internet or any other means by which you have authorised the use of your Card for the purchase of goods and services.
- 19.2 We are further not responsible for the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services purchased by you from Merchants with your Card/Wallet. All disputes involving the same should be addressed directly to the Merchants from whom the relevant goods and services were purchased. You agree to settle all disputes directly with the Merchants who honoured your Card or the member institution of VISA or Mastercard concerned and you shall pay us all amounts required under this Agreement despite such disputes. You shall not initiate any claims or take legal action against us for any claims you have against the Merchants or for any issues with regard to the delivery, quality, safety, legality, fitness for purpose or any other aspects of the goods or services purchased by you from the Merchants.
- 19.3 You shall not be entitled to set-off or counterclaim against us or to withhold payment to us on account of such complaint or under any circumstances whatsoever in respect of your claim against the Merchants or the member institution of VISA or Mastercard.
- 19.4 When you use your Card, you should ensure that the transaction amount is correct on the sales voucher or transaction records given to you by Merchants or a financial institution before you sign or before entering your PIN at any electronic point-of-sales terminal and before you enter your PIN or other identifying number or password at an electronics banking facility. By signing a voucher or transaction report or entering your PIN or other identifying number or password at an electronic banking facility, you indicate your acceptance that the transaction amount is correct.
- 19.5 If you have any disputes about purchases made using your Card/Wallet, you should settle these with the merchant from whom you have bought the goods or services. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using your Card.

**20. CONCLUSIVENESS OF EVIDENCE**

- 20.1 Any of our records (including electronic, computer and microfilm stored records) of all matters relating to your Card Transactions or Wallet Transactions are conclusive evidence of their accuracy and authenticity, and any certificate from us stating your record of transactions as at any specified date shall be conclusive as to their accuracy and authenticity and shall be binding on you for all purposes.

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

## **21. CHANGES TO THESE TERMS AND CONDITIONS**

- 21.1 We reserve the right to amend, change, vary or delete any of the terms and conditions herein at any time and from time to time by giving a twenty-one (21) days notice.
- 21.2 We will take into consideration of your interests affected by the intended changes and will only make changes that we consider to be reasonable.
- 21.3 Any such amendment shall be effective and binding on you from the date specified in the notice which may be given to you in any one of the following manners:-
- (a) by posting on our Website;
  - (b) by display on our premises and/or authorised Card retail channels;
  - (c) by electronic mail to your last known electronic mail address in our records;
  - (d) by way of short messaging services ("SMS") to your mobile phone number registered with us;
  - (e) by ordinary post to your last address in our records; and/or
  - (f) by notice to you in any other manner as we may deem fit;

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

## **22. COMMUNICATION AND SERVICE OF DOCUMENTS**

- 22.1 General communications and notices to all Cardmembers shall be displayed on the Website.
- 22.2 Specific notices or communication to you shall be sent to the Specified Address by personal delivery, facsimile transmission, electronic mail or ordinary post and/or by short messaging services ("SMS").

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

### **23. LAWFUL USE OF CARD**

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

### **24. RIGHT OF SET-OFF AND CONSOLIDATION**

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

**25. NO SET-OFF OR COUNTERCLAIM**

- 25.1 Notwithstanding Clause 24 above, you shall not be entitled to any set-off or counterclaim against any amounts and/or fees and charges payable by you under this Agreement.

**26. RECOVERY OF COSTS**

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

**27. REFERENCES TO RINGGIT MALAYSIA**

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

**28. DELAY OR FAILURE TO EXERCISE RIGHTS**

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

**29. ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES**

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

**30. CONSENT TO DISCLOSURE OF INFORMATION**

- 30.1 You hereby warrant and undertake that all personal information provided by you to us is true, correct and complete. You shall ensure that all information provided to us are current and updated at all times. You agree to be bound by the terms of our Privacy Statement as found on the Website.
- 30.2 Subject to the consent given by you in the application form, you hereby authorize and consent to our disclosure of any information or document relating to you, your Card, your Card Account, your Wallet, your other particulars or affairs (financial or otherwise) or such other information as we may at our sole and absolute discretion deem fit to Bank Negara Malaysia and any other relevant authority having jurisdiction over us, to VISA/Mastercard and/or the VISA/Mastercard Merchant or other interested persons, related corporations and associates, and to such other party whomsoever and for such purposes as we may, at our sole and absolute discretion, deem fit.
- 30.3 You acknowledge and agree that in order for us to provide the services and/or privileges of the Card/Wallet, the sharing, retrieval, updating and processing of your personal data will occur between FINEXUS Cards, our affiliates, VISA/Mastercard and any third party

contractor in connection with the provision of the Card and you have consented to the same.

- 30.4 You agree that where your written permission is required by law or otherwise for any disclosure by us and any of our officers, employees, agents, contractors or service providers, the signing of the Card application form and/or the signing of the Card and/or usage of the Card shall constitute and be deemed to be sufficient written permission for such disclosure.
- 30.5 Disclosure of information pursuant to Clause 30 herein shall survive the termination of this Agreement.
- 30.6 You undertake to hold us harmless and keep us fully indemnified from and against all claims, losses, damages (including direct or indirect damages) or liability whatsoever and howsoever arising out of such disclosure of information by us or any error, inaccuracy or misstatement of such information whether caused by us or due to system or technical default or failure or otherwise.
- 30.7 You have read, understood and accepted that all terms and conditions contained in this Agreement and in connection with the use of the Card and that they are binding on you.

### **31. DATA PROTECTION AND HOW WE USE YOUR INFORMATION**

- 31.1 We are a data controller of the personal data that you provide to us (including without limitation to name, address, identification document, email address etc). We will process your personal data in accordance with these Terms and Conditions, our Privacy Statement and also the applicable laws and regulations such as Personal Data Protection Act 2010. Please read our Privacy Statement carefully as it provides information about how we use, share, store and process your personal information. By using your Card/Wallet you acknowledge that we will use your personal information in this way.
- 31.2 If we suspect that we have been given false or inaccurate information by you, we may record our suspicion together with any other relevant information. We hereby reserve our right to take appropriate action towards any falsely given or inaccurate information.

### **32. GOVERNING LAW AND JURISDICTION**

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

### **33. OTHER VERSIONS OF THIS AGREEMENT**

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



**34. SEVERABILITY**

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

**35. SUCCESSORS BOUND**

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

**36. INDEMNITY**

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

**37. TIME**

37.1 Time wherever mentioned shall be the essence of this Agreement.

**38. DISCREPANCY**

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

**39. RECONSTRUCTION OF THE PARTIES**

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

**40. PRESERVATION OF RIGHTS AND ENTITLEMENT**

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



**41. COMPLAINTS**

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

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

By Telephone : +6 03 4051 9911

By Facsimile : +6 03 4051 9901

By Electronic Mail : [info@FINEXUScards.com](mailto:info@FINEXUScards.com)

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

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

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

**a) BNMLINK**

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

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

**b) BNMTELELINK Contact Centre****MAIL**

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

**TELEPHONE/FACSIMILE/ELECTRONIC MAIL**

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

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

**SHORT MESSAGING SYSTEM (SMS)**

**SMS to 15888\*** in the following manner:

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

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

**c) Ombudsman for Financial Services**

**MAIL**

Menara Takaful Malaysia  
No.4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur

**TELEPHONE/FACSIMILE/ELECTRONIC MAIL**

Tel: 03-2272 2811; or  
Fax : 03-2272 1577  
Electronic mail: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website: <http://www.ofs.org.my>

**42. GUIDELINES**

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

This Agreement is effective: 31 August 2020  
Last update: 12 Jan 2021