MERCHANTRADE MONEY VISA PREPAID CARD AGREEMENT

IMPORTANT

Please read very carefully the terms and conditions herein and only use your Card if you are agreeable to the terms and conditions herein. By using your Card, you shall be deemed to have accepted the terms and conditions and shall be bound by them.

GENERAL

In consideration of Merchantrade Asia Sdn. Bhd. (Registration No. 410591-T) (hereinafter called "Merchantrade") agreeing to make available the Card to any Cardholder, the Cardholder hereby agrees to be bound by the following terms and conditions:

1. DEFINITIONS

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

'3D Secure'	means the secure protocol designed to ensure enhanced security and strong authentication for the Cardholder when the Cardholder uses his/her Card for online purchases that require OTP. It is also called "Verified by Visa".
'Agreement'	means this Merchantrade Money Visa Prepaid Card Agreement including any addendums that may be added by Merchantrade from time to time.
'ATMs'	means automated teller machines.
'Business Day'or 'Business Days'	means any day (excluding Saturdays, Sundays and Public Holidays) on which banks are open for business in Kuala Lumpur, Malaysia.
'Card'	means the Merchantrade Money Visa Prepaid Card or any other co-brand card issued by Merchantrade.
'Cardholder'	means the registered individual who is the holder of the Card and authorised by Merchantrade to use the Card in accordance with this Agreement.
'Card Account'	means the Merchantrade Money Visa Prepaid Card Account which is non-interest bearing to be opened and maintained by Merchantrade for the issuance and use of the Card and from which cash withdrawals or payment for any purchases of goods and/or services by the Cardholder and any other applicable fees, charges and/or taxes are to be deducted or debited.
'Card Account Balance'	means the funds available in the Card Account which shall not fall below the Minimum Stored Value (if applicable).

'Contactless Reader'	means a point-of-sale device at which a Card may be used on contactless mode to execute Transactions.
'Customer Service Help Desk'	means Merchantrade's Customer Service Help Desk at +6 03 8313 8606 or +6 03 8318 8606.
'E-Statement'	means the monthly statement setting out the Transaction history [as well as the balance available in the Card Account] accessible by the Cardholder from the Web Portal and/or Mobile Application.
'Face-to-Face Channel'	means presence of a natural person physically before (i) Merchantrade's authorized representative(s) or (ii) the Merchant's or its representative(s) as the case maybe.
'Joining Fee'	means the one-time fee of RM10.00 (Ringgit Malaysia Ten Only) for a non-personalised Card (without name & photo) or a personalised Card (with name only) or RM18.00 (Ringgit Malaysia Eighteen Only) for a personalised Card (with name & photo) or such other amount as may be specified by Merchantrade from time to time, chargeable by Merchantrade and payable by the Cardholder to Merchantrade upon issuance of the Card.
'Listed Currency' or 'Listed Currencies	means one or more currencies listed under the list of currencies on our Web Portal and/or Mobile Application.
'Listed Currency Wallet(s)'	means one or more wallets loaded with or holding the respective Listed Currency.
'Merchant' or 'Merchants'	means any retailer, or any other person, firm or corporation, its employees, servants or agents that agrees to accept the Card and have agreed to provide goods and/or services to the Cardholder upon presentation of the Card by the Cardholder and upon the termsand conditions herein.
'Maximum Card Value'	has the meaning prescribed in **Clause 7.1** of this Agreement.
'Minimum Stored Value'	means the minimum amount of RM20.00 (Ringgit Malaysia Twenty only) or its equivalent in foreign currency to be maintained in the Card Account at all times for Transactions using the Card (Minimum Stored Value may be waived / increased from time to time by Merchantrade).
'Mobile Application'	means the mobile software application downloaded and installed by a Cardholder into a Mobile Device in order to obtain access to the applicable Mobile Transaction Services.
'Mobile Device(s)'	means the mobile phone or such other communication device which is used to access the applicable Mobile Transaction Services.
'Mobile Transaction Services'	means the Services which may be accessed by the Cardholder via the Internet, Mobile Application, Mobile Device or any other electronic medium.

'Non-Listed Currency'	means any currency that is not a Listed Currency.
'Online Account'	means the online account opened by the Cardholder via the Website or Mobile Application in order to obtain access to the applicable Mobile Transaction Services.
'OTP'	means One Time PIN which is a 6-digit code generated by Merchantrade to facilitate Cardholder's 3D Secure online transactions and/or Card PIN creation/change and/or Web Portal / Mobile Application transactions. This OTP is only valid for one session or transaction, on a computer system or digital device.
'Personal Data'	shall have the same meaning prescribed in Personal Data Protection Act 2010.
'PIN'	means the personal identification number issued on the Card whereby the Cardholder must enter his or her PIN to complete Transactions as and when PIN entry is required by ATMs and/or any point-of-sale devices.
'Prevailing Rate'	means the indicative prevailing exchange rates displayed on the Web Portal and/or Mobile Application in relation to the Listed Currencies.
'Product Disclosure Sheet'	means a disclosure document about the Card, including but not limited to its features, fees, charges and benefits.
'Services'	means the products and services made available to the Cardholder by Merchantrade from time to time.
'Stored Value Currency'	means currency in Ringgit Malaysia.
'Suspense Account'	means a separate account in which any balance in excess of the maximum stored value will be transferred to and stored.
'Top-Up'	means the top-up amount or further reload amount deposited by the Cardholder into the Card Account which shall not cause the Card Account to exceed the maximum Card Value at any given time or such other amount as may be determined by Merchantrade for cash withdrawal or the purchase of goods and/ or services from the Merchants in accordance with the terms and conditions herein.
'Top-Up Channel(s)'	means the available channels for the initial reload and/or subsequent reloads identified by Merchantrade from time to time. The available channels are not fixed and may be changed or replaced by Merchantrade from time to time. The latest details of the Top-Up Channels can be found on the Website.

'Transaction' or 'Transactions'	means any type of transaction effected through or in connection with the use of the Card, including but not limited to, the Mobile Transaction Services, online inquiries and any other electronic mode of communications relating to the Card.
'Valyou Wallet'	refers to an additional product offered by Merchantrade known as Valyou Mobile Wallet which are available to the Cardholder at his or her option subject to the Valyou Mobile Wallet Subscriber Terms & Conditions accessible at https://mtradeasia.com/main/valyou/.
'Visa'	means Visa Inc., P.O. box 8999, San Francisco, CA 94128, United States of America and includes its successors-in-title and assigns.
'Wallets'	mean the separate wallets within the Card Account that holds one or more of the Listed Currencies.
'Wallet Limit'	means the maximum amount of money that can be stored in the different types of wallet as approved by the Central Bank of Malaysia (Bank Negara Malaysia).
'Web Portal'	means (i) Merchantrade's web portal which a Cardholder has access to via login using his or her Card Account details and password, (ii) any such other sites as Merchantrade may determine from time to time.
'Website'	means www.merchantrademoney.com

1.2 Unless the context otherwise requires:-

(i) Words denoting one gender include all other genders and words denoting the singular to include the plural and vice versa.

(ii) If any expiry date or period of time falls on a day which is not a Business Day, then that period is to be deemed to only expire on the next Business Day.

(iii) The headings in this Agreement are inserted merely for convenience of reference and shall not affect the interpretation of the provisions herein contained.

2. EVIDENCE OF AGREEMENT

2.1 The Cardholder's signature and/or biometric authentication provided during the Card application process shall constitute the Cardholder's agreement to the terms and conditions herein governing the usage of the Card.

3. APPLICATION AND ACTIVATION OF THE CARD

3.1 There are 2 channels to apply for the Card. i.e. 1) Face-to-Face channel via Merchantrade branches, and authorised agents; and 2) Website and/or Mobile Application. Merchantrade may however introduce other channels for application of the Card from time to time (e.g. sales booths or self-service kiosk).

3.2 In order to apply for the Card with a wallet size of up to the Maximum Card Value, the applicant must complete the application form (hereinafter referred to as the "Standard Application Form") and submit it to Merchantrade together with image copy of his or her identification card or passport and/or work permit where the applicant is a foreigner, and all other relevant supporting documents and payments as specified therein. Original identification documents should be presented to Merchantrade for its verification. A wallet size of RM3,000 can only be considered by Merchantrade if original identity documents are not presented to Merchantrade during the Card on-boarding process.

3.3 In the event that the Cardholder is a minor (aged 12 to below 18) ("Minor Cardholder"), the parents/ guardian of the Minor Cardholder and the Minor Cardholder acknowledge that the issue and use of the Card is governed by this Agreement and agree to be bound by this Agreement. The parents/guardian of the Minor Cardholder hereby also undertake to (i) indemnify Merchantrade against any Transactions and any losses, damages and/or liabilities suffered by Merchantrade for issuing the Card to the Minor Cardholder and (ii) explain the importance of Card details including but not limited to the PIN and/or OTP and the Card Security Details (as defined below) to the Minor Cardholder.

3.4 All Card applications are subject to a Joining Fee and any other applicable fees that are published at the Website from time to time. In the event the Card application is rejected by Merchantrade, Merchantrade shall refund the Joining Fee to Cardholder in any manner it deems fit.

3.5 The Cardholder acknowledges and agrees that Merchantrade may refuse to accept the registration of the Card without being under any obligation to inform the Cardholder of its reason for such refusal and such decision shall be final and conclusive.

3.6 The Cardholder hereby agrees that Merchantrade shall not, in any manner whatsoever, be held responsible for any loss incurred and/or damage suffered by the Cardholder as a result of Merchantrade's failure to activate the Card.

3.7 The Cardholder shall immediately inform Merchantrade of any changes in the particulars provided in the Standard Application Form in accordance with **Clause 46** below.

3.8 The Cardholder further agrees that the Card application may be accepted and the Card may be issued by Merchantrade at its sole discretion. The Card can be activated via Merchantrade's branches, authorised agents, Web Portal or Mobile Application. Activation of the Card shall constitute Merchantrade's acceptance of the Cardholder's application and the Cardholder's acceptance of the terms and conditions hereunder.

3.9 The Cardholder shall sign on the Card immediately upon receipt of the Card from Merchantrade.

3.10 The Card shall be valid for such period indicated on the face of the Card unless terminated earlier in accordance with this Agreement.

4. USE OF THE CARD

4.1 Subject to the terms and conditions of this Agreement, the Cardholder may use the Card for such Transactions set out in **Clause 9** below or any other Transactions Merchantrade may determine from time to time.

4.2 The Cardholder acknowledges that the Card is non-transferable and the Card shall only be used exclusively by the Cardholder and shall not give the Card to any other third party or allow them to use it to effect Transactions.

4.3 The Cardholder must take all reasonable precautions to prevent the Card, including but not limited to the Card number, the Card PIN, OTP, the password, any internet password and internet identity number/code or any other security details relating to the Card or Card Account (the "Card Security Details") from being misused or being used to commit fraud. These precautions include but not limited to:-

(i) signing the Card as soon as it is received from Merchantrade and complying with any security instructions provided;

(ii) protecting the Card, the Card PIN, OTP and any Card Security Details;

(iii) destroying any notification of the OTP and/or any Card Security Details;

(iv) not writing down the Card PIN, OTP and/or the Card Security Details nor disclosing them to any other person under any circumstances or by whatever means (including persons in apparent authority, family members or spouse), and the Cardholder shall be fully responsible and liable for all transactions effected by the use of the Card PIN or OTP whether with or without knowledge or authority of the Cardholder;

(v) not allowing another person to see his/her Card PIN and/or OTP and/or any Card Security Details at all times;

(vi) not selling, damaging, manipulating, replicating or tampering with the Card or do any act of modification to the Card;

(vii) regularly checking that the Cardholder still has his or her Card;

(viii) Ensuring that the transaction amount is correct before the Cardholder signs any vouchers or transaction records given to him or her by any Merchants or financial institutions or before the Cardholder enters Card PIN and/or OTP at the Merchant's point-of-sale device and/or at any electronic banking terminals;

(ix) keeping Card receipts securely and disposing of them carefully;

(x) remembering to retrieve Card after use;

(xi) contacting Merchantrade immediately relating to any suspicious matter or problem regarding the use of the Card at a device or terminal; and

(xii) checking the monthly E-Statement promptly and regularly and reporting any suspicious activities immediately.

5. CARD IS THE PROPERTY OF MERCHANTRADE

5.1 The Card shall remain the property of Merchantrade at all times, and the Cardholder shall surrender the Card to Merchantrade on demand, failing which Merchantrade reserves the

right to withdraw or suspend the Card and/or services offered thereby at any time without prior notice to the Cardholder, and where Merchantrade deems fit, to terminate the use of the Card without assigning any reasons whatsoever. The Card may only be used subject to the conditions of use, instructions and guidelines as may be prescribed by Merchantrade from time to time.

6. PERSONAL IDENTIFICATION NUMBER ("PIN")

6.1 Merchantrade will send a temporary PIN (i.e., OTP) to the Cardholder via Short Messaging Service (SMS) to the Cardholder's Mobile Device at his or her own risk or by whatever means Merchantrade deems fit. The Cardholder shall create his/her Card PIN via Electronic Draft Capture (EDC) terminal at Merchantrade branch / authorised agent or using Web Portal / Mobile Application.

6.2 The Cardholder, upon receipt of the temporary PIN (i.e. OTP), shall immediately change the temporary PIN to a new PIN of his or her choice. The Card PIN is a secret 6-digit number chosen by the Cardholder.

6.3 The Cardholder can change the Card PIN via EDC at Merchantrade branch / participating agent or using Web Portal / Mobile Application.

6.4 The Cardholder acknowledges that the PIN serves as a means of authenticating and verifying his or her identity for the purposes of Transactions and hereby authorises Merchantrade to accept, follow and act upon all requests or instructions when identified by the PIN and Merchantrade shall not be liable for acting upon such requests or instructions notwithstanding any error, fraud or forgery, lack of clarity or misunderstanding in respect of such requests or instructions.

6.5 The Cardholder agrees to act responsibly with regard to the Website, Mobile and Web Portal Transaction Services and their use. The Cardholder shall not access the same if his or her computer or Mobile Device is not free of malware or viruses, and shall not violate any laws, interfere or disrupt computer networks, impersonate another person, gain any unauthorized entry or interfere with the Website, Web Portal or Mobile Application's systems and integrity.

6.6 If the Cardholder has forgotten his or her Card PIN, Merchantrade will issue the Cardholder with a new temporary PIN (i.e. OTP) upon the Cardholder's request. The Cardholder must immediately change the temporary PIN (OTP) to a Card PIN of his/her own choice.

6.7 In the event of lost or stolen Card as reported by the Cardholder and upon Merchantrade agreeing to issue the Cardholder with a new Card, a temporary PIN (i.e. OTP) for the new Card will also be issued by Merchantrade. The Cardholder will not be able to use the existing PIN for the new replacement Card. The Cardholder has to create a Card PIN of his / her choice.

7. TOP-UP OF CARD VALUE

7.1 The Cardholder can only transact and use the Card for Transactions up to the maximum value that Merchantrade has approved for the Cardholder which shall be RM10,000 or such other amount as may be prescribed by Merchantrade from time to time ("Maximum Card Value").

7.2 The Cardholder may increase the Card Account Balance through Top-Up provided that the value of the Card does not exceed the Maximum Card Value.

7.3 Where applicable, the Cardholder must ensure that the Minimum Stored Value is maintained in his or her Card Account and there are sufficient funds in his or her Card Account to pay for each Transaction including the applicable fees and charges imposed for the Transaction. Where applicable, the Cardholders are not allowed to use the Minimum Stored Value. Where applicable, if the Card Account Balance is insufficient to maintain the Minimum Stored Value, the Transaction will be declined. In addition, and where applicable if the Cardholder fails to maintain the required Minimum Stored Value in his or her Card Account, Merchantrade reserves the right to suspend the Card until the Cardholder reloads his or her Card to at least the Minimum Stored Value. Merchantrade shall not be held responsible for any loss incurred and/or damage suffered by the Cardholder as a result of insufficient funds in the Card Account or due to the suspension of the Card.

7.4 For all Top-Up Channels, please refer to the Website for more details. The Top-Up Channels are not fixed and may be changed or replaced by Merchantrade from time to time. For Top-Up Channels operated by Merchantrade's authorized agents or partners, a fee may be levied by the respective agents or partners. The Cardholder may check with the respective agents and partners for the applicable reload fees chargeable by them, or alternatively the Cardholder may refer to the Website.

7.5 Each Top-Up must be done in MYR only and subject to the Maximum Card Value.

7.6 If the Top-Up causes the Card Account Balance to exceed the Maximum Card Value, the reload will either be rejected by Merchantrade or will be handled by Merchantrade in the following manner:-

(i) The excess amount will be transferred to a Suspense Account (which amount will be notified to the Cardholder) and will not be made available for use.

(ii) At the end of each Business Day, and subject always to the Card Account Balance being below the prescribed Maximum Card Value, an amount equivalent to the amount in the Suspense Account or such lower amount as the case may be, will be debited from the Suspense Account and credited into the Card Account, but subject always to the new balance in the Card Account not exceeding the prescribed Maximum Card Value.

7.7 All Top-Up shall not be considered to have been made until Merchantrade has received and processed the actual good value for the relevant reload. Merchantrade shall not be liable for any delay in crediting such reloads in the Card Account for use.

7.8 Merchantrade shall not be responsible or held liable for any disputes (or loss) in relation to any excess amount if there is any attempt, have attempted or actually topped-up in excess of the Maximum Card Value, and Merchantrade reserves the right to take any action that may deem necessary, including blocking, suspending and/or terminating and cancelling the Card if Cardholder has persistently attempted to do so, despite the Maximum Card Value stipulated for the Card.

7.9 Merchantrade may suspend, revoke and/or block any Top-Up to the Card Account if Merchantrade suspects that such reloads are irregular or illegal.

8. MANNER OF USE

8.1 The use of the Card or Card PIN or OTP as well as services, functions and facilities available in connection with the Card, including the Mobile Transaction Services, shall be subject to these terms and conditions (as may be varied, modified or supplemented by Merchantrade from time to time in accordance with **Clause 27**) and to the compliance with such requirements, limitations and procedures as may be imposed by any regulatory authority or Merchantrade from time to time.

8.2 The Cardholder may use the Card to effect a transaction (whether by way of payment for purchase of goods or services from any Merchants and/or cash withdrawal at any ATMs that display the VISA PLUS logo) provided that the Cardholder has sufficient Card Account Balance.

8.3 The Cardholder 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. The Cardholder hereby authorises Merchantrade to debit the amount for all goods and services tax and all other taxes and any applicable fees and charges to his or her Card Account without prior notice. For further details, please log on to the Website.

8.4 The Cardholder shall be solely responsible to ensure that the transaction amount is correct before effecting his or her payment. By signing a sales transaction slip or entering the Card PIN or OTP or otherwise using the Card at any electronic point of sale terminal, it is deemed that the Cardholder has agreed to the transaction and confirmed the amount is correct.

8.5 The Cardholder agrees that Merchantrade may from time to time impose maximum daily transaction limit and daily withdrawal limit, and the Cardholder shall strictly comply with such limits imposed.

8.6 The Cardholder acknowledges that services relating to the Card may be inoperative or interrupted from time to time, and if it occurs, Merchantrade shall not be liable or responsible for any interruption on the use of the Card.

8.7 The terms and conditions, the availability and the use of the Card shall, where applicable, be subject to Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and all rules, regulations, guidelines, notices and restrictions issued by Bank Negara Malaysia, Visa and any other relevant bodies or authorities having jurisdiction over Merchantrade, where applicable.

9. USE OF THE CARD

9.1 CASH WITHDRAWALS FROM ATM

(i) The Cardholder may perform cash withdrawals at any ATMs that display the Visa Plus logos, and it shall also be governed by the relevant bank's ATM terms and conditions in addition to this Agreement, subject always to there being sufficient funds in his or her Card Account. The use of the Card to perform a cash withdrawal shall be deemed to constitute the Cardholder's agreement to pay all applicable fees and/or charges as may be prescribed from time to time.

(ii) the Cardholder shall not make any cash withdrawals from any ATMs which exceed any prescribed withdrawal limitation of the ATM or any other limits, conditions and amount as may be determined by Merchantrade or the respective ATM networks.

(iii) Any cash withdrawals performed outside Malaysia shall only be in foreign currency of that particular country or jurisdiction.

9.2 PRE-AUTHORISATION

(i) "**Pre-Authorisation**" is a procedure where the systems will automatically pre-book an amount from the Card Account for certain Transactions including petrol, hotel and parking transactions. When the Card is used to perform petrol transaction(s), a pre-booked amount of RM200 or such other prescribed amount (if applicable) will be reserved in the Card Account and will not be made available for use by the Cardholder. Any excess pre-booked amount (which represents the difference between the transaction value and the prebooked amount) will automatically be released and made available for use by the Cardholder at approximately T+3 days (Note: T = Transaction date) or such other period as may be determined from time to time once the acquiring bank claims for the actual purchase value from Merchantrade. For hotel and parking transactions, the pre-booked amount will be reserved in the Card Account and will not be made available for use by the Cardholder for a maximum 30 days or such other period as may be determined by Merchantrade from time to time.

9.3 TRANSACTION WITH MERCHANTS

(i) In addition to the right to purchase good and/or services from the Merchants, the Cardholder may be entitled to obtain such discounts, benefits and privileges as Merchantrade may from time to time notify the Cardholder PROVIDED THAT the Card shall be valid during the time of purchase and has not been cancelled by Merchantrade for any reasons whatsoever.

(ii) The issue of the Card does not imply any obligation on Merchantrade that the Card will be honoured by the Merchants upon its presentation or use. Any complaint in respect of the refusal of any Merchants to accept the Card shall be resolved directly with such Merchants. The Cardholder shall not be entitled to set-off or counterclaim against Merchantrade or to withhold payment to Merchantrade on account of such complaint or under any circumstances whatsoever in respect for any payment made to any Merchants notwithstanding any claim or dispute that the Cardholder may have against the Merchants.

9.4 TRANSACTIONS WITH MERCHANTS

(i) All Transactions with Merchants carried out by the Cardholder at Merchant outlets, online transactions and/or via the Mobile Application and/or via any platform made available by the Merchants shall firstly be made in the currency of the jurisdiction where the Transaction took place or in the currency in which the Transaction is denominated.

(ii) If there are insufficient funds in a particular Listed Currency Wallet to pay for the Transaction, the balance of the Transaction will be automatically processed using

other Listed Currencies held in the respective Listed Currency Wallet(s) in the following order of priority: MYR, USD, SGD, GBP, AUD, IDR, EUR, THB, YEN, SAR, CNY, TWD, HKD, KRW, INR, PHP, CAD, NZD, AED, CHF and VND. If, following use of the available balances of all Listed Currencies, there are still insufficient funds to pay for the Transaction, the Transaction shall be declined. If Merchantrade changes the list of Listed Currencies available to the Cardholder or the order of priority, the Cardholder will be notified of the same, whether directly and/or through the Website.

(iii) A Transaction may also be carried out in a Non-Listed Currency. Where (a) there is a conversion of available Listed Currencies in a situation of insufficient funds or (b) the Transaction is denominated in a Non-Listed Currency, the rate of conversion which applies will be the prevailing exchange rate as determined by Visa as at the date it is processed by Visa, and Merchantrade may impose a service fee of one point seven five per centum (1.75%) on the transaction amount after conversion or such other rate as may be determined by Merchantrade from time to time, and Merchantrade is irrevocably authorized by the Cardholder to debit such service fee from the Cardholder's Account on the converted amount of such purchases. The rate and service fee determined by Visa and Merchantrade respectively shall be final and binding on the Cardholder.

9.5 CARD NOT PRESENT AND OVERSEAS TRANSACTION

(i) Unless expressly authorised by the Cardholder, the Cardholders are only allowed to make domestic transactions and 3D Secure (online transaction with one time PIN/OTP authentication) transactions in order to safeguard and promote the Card security features. All overseas transactions and Non-3D Secure (inclusive mail order and telephone order) transactions will be disabled by default. The Cardholder, at his/her discretion, shall request Merchantrade to activate overseas and/or Non-3D Secure and/or Card-Not-Present transactions during the Card application process or after the Card is issued.

(ii) For all online transactions and transactions via Mobile Application, the Cardholder agrees that any entry of his or her Card information (and OTP, if required) shall be regarded as a genuine and legitimate instruction from the Cardholder, and Merchantrade is under no obligation to verify the identity or the authority of the person entering the Card information or OTP. Merchantrade reserves the right, at its sole and absolute discretion, to refuse or reject any such transaction if Merchantrade doubts its authenticity or it is suspicious or unlawful, but Merchantrade shall not be obliged to investigate the transaction.

10. CUSTOMER SERVICE

10.1 Customer service enables you to communicate with Merchantrade wherein you may make a request to by accessing this portal through a call at +603 8313 8606 / +603 8318 8606 or at customerservice@merchantrademoney.com to do the following: -

(i) real-time online chat in the app with a Customer Service Personnel;

(ii) general inquiries/complaints;

(iii) eWallet PIN Reset;

(iv) Wallet activation/deactivation;

(v) cancellation of transaction; and

(vi) amendment of transaction.

10.2 Each request shall be first verified, validated and processed by Merchantrade. Merchantrade reserve the right to contact you via email, SMS or calls to you to conduct further verification. Any request for cancellation of transaction or amendment of transaction will de declined or rejected if the request is made after the money has been remitted to any of our remittance partners. All inquiries as to your transactions or to obtain a transaction summary may be done through this portal.

11. MULTI-CURRENCY

11.1 THE LISTED CURRENCY

(i) Listed Currency Wallet(s) will be created for each Cardholder in the Card Account.

(ii) Merchantrade may at its sole discretion add, remove, suspend or block any of the Listed Currencies.

11.2 LOADING OF FUNDS TO THE CARD AND CONVERSION OF FUNDS BY CARDHOLDER INTO OTHER LISTED CURRENCY(S)

(i) The loading of funds to the Card Account can only be in Ringgit Malaysia (interchangeably referred as "MYR" hereunder).

(ii) A Cardholder can convert the MYR funds in the Card Account into any other Listed Currencies and from any other Listed Currencies into MYR. For the avoidance of doubt, the Cardholder cannot convert a Listed Currency (other than MYR) into another Listed Currency.

(iii) Conversions to the respective Listed Currencies can only be made at the Web Portal, via the Mobile Application and/or any other means as Merchantrade may determine from time to time.

(iv) In respect to any conversion of the Cardholder's funds to a particular Listed Currency, the final rate of conversion will be at the applicable exchange rate determined by Merchantrade at the point of execution of the conversion by the Cardholder. This rate may differ from the Prevailing Rate that the Cardholder may see at the time of enquiry, as the Prevailing Rate is only an indicative rate. This rate as determined by Merchantrade shall be final and - binding on the Cardholder.

(v) Once the Cardholder has carried out the conversion, the Cardholder cannot reverse or undo the said conversion within the same transaction. Subject to **Clause 11.2(ii),** the Cardholder may however carry out another conversion in a subsequent transaction.

(vi) Notwithstanding the above, Merchantrade reserves the right to block, suspend or decline any request by the Cardholder for conversion into any of the Listed Currencies at its sole and absolute discretion.

(vii) Merchantrade shall not be liable to the Cardholder in the event of any delay in crediting of such funds into the respective Listed Currency Wallet(s).

12. CARD WITH CONTACTLESS TRANSACTION ENABLED FEATURES

12.1 The Cardholder acknowledges that the Card will incorporate a feature which enables the Card to be utilised to pay for goods and services by tapping the Card at Contactless Readers/Terminals. This Card and the related contactless devices and terminals will carry Visa payWave logos. If the Cardholder chooses not to have this contactless mode feature, the Cardholder must notify Merchantrade to disable it.

12.2 The contactless transaction exceeding an amount (per transaction amount or cumulative amount for the day) specified by Merchantrade will require the Cardholder to enter his/her Card PIN at the point-of-sale terminals.

12.3 The Cardholder acknowledges and agrees that the use of the performance of contactless transaction is at the absolute risk of the Cardholder and the Cardholder shall be liable for all contactless transactions regardless of whether or not the transactions were authorised by the Cardholder. All contactless transactions will be deemed to have been properly authorised by the Cardholder.

13. LOSS/THEFT/UNAUTHORISED USE OF CARD

13.1 The Cardholder must keep his or her Card, Card PIN, OTP and Card information secure and use all reasonable precautions to prevent the loss, theft or unauthorised use of the Card and ensure that his or her Card PIN and/or OTP and/or Card information is not disclosed to any other person. The Cardholder agrees that he or she shall be fully and solely responsible and liable for all transactions effected by the use of the Card including online transactions and transactions via Mobile Application and/or the Card PIN and/or OTP and/or the Card information whether authorised or unauthorised.

13.2 In the event the Card is lost, stolen or suspected of being compromised or used in an unauthorised way or Card PIN and/or OTP and/or Card information is disclosed to any unauthorised person, the Cardholder shall notify Merchantrade immediately of the same by calling the Customer Service Help Desk followed by a written confirmation, facsimile and/or electronic mail. In certain circumstances, Merchantrade may also require the Cardholder to lodge a police report of the loss, theft or disclosure and provide a copy of the police report and any other information that Merchantrade may require. Merchantrade reserves the right not to entertain any claims of lost or stolen Card if the information given by the Cardholder is deemed incomplete.

13.3 The Cardholder shall remain fully and solely responsible and liable for all transactions carried out using his or her Card including online transactions and transactions via Mobile Application prior to the Card Account being blocked by Merchantrade.

13.4 Merchantrade may, at its absolute discretion, resolve that the Cardholder's liability be limited to RM250.00 (Ringgit Malaysia Two Hundred and Fifty only) provided that the

Cardholder has not acted fraudulently or compromised the security aspect of the Card or the online system or Mobile Application and that the Cardholder has immediately given the required notification under **Clause 13.2** above. In this regard, the exercise of Merchantrade's discretion is final and binding.

13.5 If the lost or stolen Card is subsequently recovered after a new replacement Card is issued, the Cardholder shall immediately return to Merchantrade the old Card, cut in half across its microchip and magnetic strip.

14. REPLACEMENT CARD

14.1 During the validity period of the Card, subject to payment by the Cardholder of any replacement Card fee imposed by Merchantrade, a replacement Card shall be issued, at Merchantrade's discretion, in the following circumstances:-

(i) due to loss or theft of the Card; or

(ii) due to faulty, damaged or defective Card arising from the Cardholder's own negligence.

14.2 The balance from the blocked Card or defective Card Account will be transferred to the new Card Account accordingly upon activation of the replacement Card.

14.3 In the event the Cardholder does not wish to receive the replacement Card, his or her Card Account shall be terminated and the Card Account Balance shall be refunded to the Cardholder (less any applicable fees and charges) within fifteen (15) Business Days from the date the request was made and received by Merchantrade.

15. EXPIRY

15.1 A Card shall not be valid or useable upon its expiry. The expired Card will need to be replaced with a new Card subject to a renewal fee being imposed by Merchantrade. Such replacement of expired Card may only be carried out at Merchantrade branches.

15.2 In the event that there is a balance of funds remaining in the expired Card Account, upon activation of the new Card, Merchantrade shall transfer the balance from the expired Card Account to the Cardholder's new Card Account.

15.3 In the event that upon the expiry of the Card, the Cardholder does not wish to be issued with a new Card, his or her Card Account Balance shall be refunded to him or her (less any applicable fees and charges) within fifteen (15) Business Days from the date the request was made and received by Merchantrade.

16. CANCELLATION/TERMINATION BY CARDHOLDER

16.1 The Cardholder may, at any time on his or her own accord request to cancel or terminate his or her Card. The Cardholder can only cancel the Card at Merchantrade branches or via the delete account feature on the Mobile Application. Thereafter,the Cardholder shall return to Merchantrade the Card or cut in half across its microchip and magnetic strip before disposal.

16.2 Upon receipt of the Cardholder's cancellation or deletion of account request, Merchantrade will terminate the Card. Where the termination was carried out upon the Cardholder's request, the balance of funds will be made available (less any applicable fees and charges) within fifteen (15) Business Days from the date the request was made and received by Merchantrade and where the termination was carried out by Merchantrade, the balance of funds will be made available (less any applicable fees and charges) within fifteen (15) Business Days from the date of effective termination by Merchantrade.

16.3 The Cardholder shall remain liable for any transaction effected through the use of his or her Card prior to receipt by Merchantrade of the cancellation or deletion of account request and confirmation by Merchantrade on the cancellation.

16.4 The Cardholder acknowledges and agrees that upon opting to delete the account via the Mobile Application, personal details of such Cardholder which is stored by Merchantrade may not be deleted entirely. Merchantrade may in accordance with regulatory requirements and record keeping obligations store the Cardholders personal details or transactional data of Cardholders in accordance to its privacy policy and applicable laws.

17. MOBILE TRANSACTION SERVICES

17.1 Upon the successful registration and activation of the Card, the Cardholder will also be able to access applicable Mobile Transaction Services subject to: -

(i) (in the case of access through the Web Portal) the online registration of the Cardholder via the Website; and

(ii) (in the case of access through the Mobile Application) the download and installation of the Mobile Application on the Cardholder's Mobile Device; and

in each case, complying with all such other the instructions provided by Merchantrade from time to time for purposes of accessing and registering for the Mobile Transaction Services.

17.2 The Mobile Transaction Services shall only be available for electronic devices, Mobile Devices and data connections which meet the required specifications and configurations as may be specified by the Merchantrade from time to time, and it is the Cardholder's responsibility to procure and maintain the relevant equipment and data connection which meet these requirements at the Cardholder's own expense.

17.3 Additional terms and conditions may be imposed by Merchantrade and user guidance on the operation or usage of the Mobile Transaction Services shall be made available to the Cardholder within the relevant platform utilised by the Cardholder to access those services. The Cardholder is required to comply with all such terms and conditions and follow all relevant user guidance whenever accessing or operating the relevant electronic devices or Mobile Devices when utilising the Mobile Transaction Services.

17.4 The scope, features and functionality of each of the Services available through different platforms and electronic mediums may differ from one another and may be varied by Merchantrade from time to time. The Cardholder agrees and acknowledges that certain Services, functions and/or features available on one platform may not be available on another platform and these may or may not become available in the future.

18. ONLINE ACCOUNT AND MOBILE APPLICATION

18.1 The Cardholder acknowledges that his/her opening, download and use, where applicable, of the Online Account and/or the Mobile Application shall be on a non-exclusive and non-transferable basis and is subject always to the following additional conditions: -

(i) The Cardholder shall not use the Online Account or Mobile Application for any purpose other than to access the Cardholder's own Card Account;

(ii) The Cardholder shall not download or install the Mobile Application into a Mobile Device which the Cardholder does not own or have exclusive control;

(iii) The Cardholder shall not permit or enable any person to access the Online Account or Mobile Application, or leave your electronic device or Mobile Device unattended in such a manner as to enable a person to access the Online Account or Mobile Application;

(iv) The Cardholder shall not reproduce, modify or reverse engineer the Mobile Application or permit another person to do so;

(v) The Online Account and Mobile Application is made available to the Cardholder strictly on an "as is" basis, and to the extent as permitted under law and/or regulation, no warranty is made in relation to the Online Account or Mobile Application, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, the Cardholder agrees that Merchantrade cannot ensure that the Online Account and Mobile Application will be compatible or may be used in conjunction with any electronic device or mobiledevice, and the Cardholder agrees that unless inconsistent with the other expressed provisions herein, the Cardholder shall not hold Merchantrade liable for any such incompatibility or for any loss or damage to any electronic device or mobile device which may be caused by the Online Account or Mobile Application or the installation process.

(vi) **Device compatibility**. The Mobile Application currently only works on certain compatible electronic devices or smartphones and other devices as determined by Merchantrade. Merchantrade may change the version of the operating system that works with the Mobile App at any time. Some features may not be available on all platforms or operating systems.

(vii) **Application Stores**. The Cardholder may download the Mobile Application from the authorized Apple App Store, Google Play or other application stores that is approved by Merchantrade.

(viii) Updates to the Mobile Application may be issued by Merchantrade from time to time via the Apple App Store, Google Play or other application stores. Depending on the update, you may not be able to use the Mobile Application until you have downloaded the latest version of the Mobile Application and accepted any new terms.

(xi) **Security.** The Cardholder shall not open, install or use the Online Account and/or Mobile Application on a jail-broken or rooted device. Unauthorised modifications to any mobile devices' operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices. Merchantrade strongly cautions against opening or installing the Online Account or Mobile Application in any hacked mobile devices. For the avoidance of doubt, Merchantrade shall not be liable for any losses that is suffered or for any costs that the Cardholder might incur due to damage or corrupted or failure of device, hardware or software that Cardholder use in connection with the Online Account or Mobile Application.

18.2 MOBILE INFORMATION

(i) Certain functions (such as uploading content to the Mobile Application) shall require access to information on your Mobile Device(s) to work. By using such function, Cardholder permit the Mobile Application to access your Mobile Device(s) and information.

(ii) Merchantrade may use cookies and similar technologies (herein referred to as "cookies") to perform authentication when Cardholder use the Mobile Transaction Service and to improve your experience on the Online Account or Mobile Application. By using the Online Account or Mobile Application, Cardholder accept the use of cookies by Merchantrade. Merchantrade may use these cookies to collect information about the Cardholder use of the Online Account or Mobile Application. This information helps Merchantrade to improve the Online Account and Mobile Application's performance and to develop and tailor Merchantrade's products and services for the Cardholder and other users.

(iii) **Use of location data**. Certain services of the Mobile Application require data of the Cardholder's location, which data will be sent from the Cardholder's Mobile Device. The Cardholder can turn off this functionality at any time by turning off the location services settings for the Mobile Application on the Cardholder's Mobile Device. If the Cardholder uses these services, the Cardholder shall be deemed to give consent to Merchantrade's and the Merchantrade's partners' and licensees' transmission, collection, maintenance, processing and use of the Cardholder's location data and queries to provide and improve location-based services. The Cardholder may withdraw this consent at any time by turning off the location services settings on the Cardholder's Mobile Device or on the Mobile Application (for other mobile devices).

19. LIABILITY FOR TRANSACTIONS

19.1 All Transactions including but not limited to Internet transactions, transactions via the Mobile Application and cash withdrawals using the Card shall be deemed to have been made by the Cardholder and Merchantrade shall not be liable for acting in good faith for honouring the said transactions. The Cardholder agrees that he or she shall be solely and fully responsible and liable for all Transactions effected by the use of the Card and/or the Card PIN and/or OTP and/ or the Card information whether with or without his or her knowledge, acquiescence or authority. The Cardholder agrees that Merchantrade shall not under any circumstances whatsoever be responsible or liable for all Transactions effected by the use of the Card and/or the Card PIN and/or OTP and/or the Card information. The Cardholder shall indemnify and keep Merchantrade 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 Merchantrade including claims, actions and proceedings from any third parties howsoever arising from such unauthorised use**.**

19.2 Except as otherwise expressly stated in these terms and conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), Merchantrade shall in no event be liable whether in contract, tort (including negligence), strict liability or any other basis for any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages incurred or suffered by the Cardholder or any other person as a consequence of accessing or using the Card and/or the Services. Specifically, for the E-Statement and any information regarding the Card Account made available by Merchantrade, this includes (but is not limited to) loss or damage arising from:-

(i) Any inaccuracies, or errors in any data or information in the E-Statements or otherwise provided or made available by Merchantrade regarding the Card Account.

(ii) The failure to view, save, print or download the E-Statements or such other information due to limitations or any failure of the relevant service.

(iii) Any unauthorised use of the E-Statement service or such applicable service on any of these Services by any person, virus, Trojan Horse, worm, macro or other harmful components or deleterious programs or files.

20. CARD ACCOUNT TERMINATION BY MERCHANTRADE

20.1 Notwithstanding **Clause 16**, Merchantrade reserves all rights at its absolute discretion to suspend or terminate the Card and/or Card Account or limit the use of the Card at any time for whatsoever reason without prior notice and without compensation to the Cardholder. If Merchantrade suspends or terminates the Card, the Cardholder will be entitled to a refund of any balance in his or her Card Account after deduction of any outstanding fees and charges.

20.2 If Merchantrade detects unusual, illegal, fraudulent or suspicious activity on the Card Account, Merchantrade may, at its absolute discretion, temporarily suspend and block the use of Card immediately until Merchantrade can verify the activity. Merchantrade will attempt to notify the Cardholder by phone or SMS or email if Merchantrade decides to suspend or block the use of the Card but Merchantrade shall not be held liable if Merchantrade fails to notify the Cardholder for whatsoever reason.

20.3 The Cardholder may terminate the Card by sending Merchantrade a written letter requesting for such termination together with the Card cut in half across its microchip and magnetic strip. Any Card Account Balance after deduction of any outstanding fees and charges shall be refunded to the Cardholder.

20.4 The Cardholder shall remain liable for all transactions effected through the use of Card prior to termination of the Card and all monies owing to Merchantrade under the Card shall become due and immediately payable upon termination of the Card for whatever reason.

21. ANNUAL FEE, OTHER FEES AND CHARGES

21.1 An annual fee shall be charged for the use of the Card and the Services which is chargeable in advance and the fee shall be deducted from the Card Account.

21.2 All fees applicable and chargeable can be viewed on the Website.

21.3 The Cardholder agrees and undertakes to pay all fees arising out of and in connection with the use of his or her Card and Services stated herein including but not limited to the annual fees, reload fee and such other fees and charges as Merchantrade may prescribe from time to time.

21.4 The Cardholder irrevocably authorises and agrees that all such fees and charges payable by the Cardholder as set out in this Agreement and listed on the Website may be debited by Merchantrade directly from the available balance in the Card Account at such time as may be applicable and are non-refundable under any circumstances whatsoever. Merchantrade reserves the right to temporarily suspend the Card Account if the Card Account has insufficient funds to pay all applicable fees and charges.

21.5 Merchantrade reserves 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 Merchantrade in the future.

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

22. REFUND OF BALANCE OF FUNDS

22.1 In the event the Card is terminated or cancelled whether by Merchantrade or by the Cardholder, Merchantrade will carry out the refund of any balance in the Card Account in Ringgit Malaysia only. In the event the Card Account contains available balances in any of the Listed Currencies, the Listed Currencies will be first converted into Ringgit Malaysia by Merchantrade at the Prevailing Rate

22.2 The Cardholder will be entitled to withdraw the balance after the expiry of the period referred to in **Clause 16.2** at any ATMs in Malaysia which display the Visa Plus logo or any of the Merchantrade branches in Malaysia. The withdrawal of the balance of funds must be done before the expiry of the Card.

23. EXCLUSION OF LIABILITY

23.1 Merchantrade is not liable in any way for any inconvenience, loss, damage, or embarrassment incurred or suffered in any of the following events:-

(i) should the Card or Card PIN or OTP be rejected by a Merchant or any terminal used to process Transactions for whatsoever reason;

(ii) should the Merchant key-in an amount greater than the transaction amount;

(iii) for any malfunction, defect or error in any terminal used to process Transactions or Services, or other machines or system of authorisation whether belonging to or operated by Merchantrade or other persons;

(iv) for any delay or inability on Merchantrade's part to perform any of its obligations under this Agreement because of any electronic, mechanical, system, dataprocessing, transmission or telecommunication defect or failure, Act of God, civil disturbance or any event or factor outside its control or the control of any of its servants, agents or contractors or any fraud or forgery;

(v) any neglect, refusal or inability of on our part or any Merchant to authorise or approve the Card or honour or effect any other transaction on the Card Account for any reason whatsoever;

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

(vii) for any interception or disclosure to any person (whether unlawful or otherwise) of any data or information relating to the Cardholder, any Transaction or the Card Account transmitted through or stored in any electronic system or medium, howsoever caused.

24. LIMITATION OF LIABILITY

24.1 Without prejudice and subject to the terms and conditions herein, the Cardholder hereby agrees that the amount of total liability of Merchantrade arising from this Agreement shall not in any event exceed the remaining funds in the Card Account Balance.

25. DISPUTED TRANSACTION ON GOODS AND SERVICES

25.1 Merchantrade shall not be responsible and liable for whatsoever goods and services, including but not limited to any defect or deficiency in goods and services purchased with the Card.

25.2 Merchantrade shall not be responsible for the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services purchased by the Cardholder from any Merchants with the Card. All disputes involving the same should be addressed directly to the Merchants, and the Cardholder shall settle all disputes directly with the relevant Merchants and shall pay Merchantrade all amounts required under this Agreement despite such disputes. The Cardholder shall not initiate any claims or take legal action against or enjoin Merchantrade for any claims or disputes or legal proceedings the Cardholder has 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 the Cardholder from the Merchants.

26. CONCLUSIVENESS OF EVIDENCE

26.1 The Cardholder may check with the Customer Service Help Desk or alternatively from ATMs that display the Visa Plus logos the Card Account Balance at any time and from time to time. However, the amounts reflected on the ATM screen against the Card Account shall not for any purpose whatsoever be taken as a conclusive available balance statement of the Card Account with Merchantrade as it shall not include any Top-Ups to the Card Account which have not been verified by Merchantrade and/or Card Transactions which have not debited from the Card Account yet.

26.2 The Cardholder may access E-Statement free of charge via the Website by logging into his or her Card account with his or her user name and password.

26.3 Each E-Statement will provide Transactions history over a monthly period including fees and charges that have been incurred and posted to the Card Account.

26.4 The Cardholder shall inform Merchantrade of any errors within 14 days from the date Transactions are posted to the E-Statement, failing which the Cardholder shall be deemed to have accepted all entries contained in the E-Statement as correct, final and conclusive evidence of the facts contained therein and binding on the Cardholder, and the Cardholder shall thereafter be precluded from making any claims against the Merchantrade by alleging that the said E-Statement contains any error, discrepancy or inaccuracy.

26.5 The Cardholder may request Merchantrade for a printed E-Statement detailing the purchase transactions for the Card up to a period of latest twelve (12) months ("Printed Statement"), and Merchantrade shall be entitled to charge a fee of Ringgit Malaysia Two (RM2) only per Printed Statement for each monthly statement or at such rate as may be prescribed by Merchantrade from time to time and such fee may be debited by Merchantrade directly from the Card Account Balance. All information contained in such Printed Statements issued by Merchantrade shall be deemed to be accurate, conclusive and binding on the Cardholder.

26.6 The Cardholder may request for copies of the sales draft subject always to their availability and Merchantrade shall be entitled to charge a fee of Ringgit Malaysia Fifteen (RM15) only per sales draft or at such other fee as Merchantrade shall in its absolute discretion prescribe for each copy and such fee may be debited by Merchantrade directly from the Card Account Balance.

27. VARIATION REVISION OR CHANGE OF TERMS AND CONDITIONS

27.1 Merchantrade may, at its absolute discretion, from time to time, by giving to the Cardholder of at least twenty-one (21) calendar days prior notice before the effective date, add, delete or amend any of these terms and conditions.

27.2 At the discretion of Merchantrade, notice of such additions, deletions or amendments may be effected by:-

(i) mailing the notice to the Cardholder;

(ii) sending the notice by electronic mail to the Cardholder;

(iii) sending the notice by SMS to the Cardholder; or

(iv) posting the notice on the Website.

27.3 Retention or use of the Card after the effective date of any variation, revision or change of the terms and conditions pursuant to **Clauses 27.1** and **27.2** shall be deemed to constitute acceptance of such variation, revision or change without reservation by the Cardholder.

27.4 If the Cardholder does not accept the proposed variation, revision or change, the Cardholder may terminate the use of the Card by giving prior written notice to Merchantrade and return the Card, cut across the magnetic strip and across the chip, to Merchantrade prior to the effective date, and the use of the Card thereafter shall be deemed terminated upon Merchantrade's receipt of the destroyed Card and the provision relating to termination in **Clause 16** hereof shall henceforth apply.

28. COMMUNICATION AND SERVICE OF DOCUMENTS

28.1 General communications and notices to the Cardholder shall be displayed on the Website, and it is the Cardholder's responsibility to check regularly for such notices on the Website.

28.2 Specific notices or communication to the Cardholder shall be sent to his or her last known address by personal delivery, facsimile transmission, email, ordinary post and/or by SMS or in any manner as Merchantrade may deem fit.

28.3 Communication and notices displayed on the Website shall be considered to have been received by the Cardholder 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 the Cardholder on the same day. Communication and notices sent by ordinary post shall be considered to have been delivered three (3) calendar days after the date of posting if sent by post to an address within Malaysia, and considered delivered five (5) calendar days after the date of posting if sent outside of Malaysia.

28.4 The Cardholder hereby agrees 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 the Cardholder by sending a copy of the same by prepaid ordinary post to the Cardholder's last known 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 the Cardholder to notify any change of your address resulting in the delay or return of notices, correspondences, and legal process shall not prejudice the rights and entitlement of Merchantrade under this Agreement.

29. MERCHANTRADE'S RIGHT TO WITHDRAW ANY FACILITIES OR TERMINATE USE OF CARD

29.1 Notwithstanding any other provisions to the contrary herein set out, Merchantrade may, at its sole and absolute discretion, at any point of time, with or without notice, decide not to renew, to cancel, to revoke the Card or to suspend or restrict the use of Card by the Cardholder upon the occurrence of any one of the following events:-

(i) use the Card for any illegal, unauthorized or unlawful activities or transactions including but not limited to online betting and gambling activities;

(ii) use the Card for any activities or transactions which are prohibited under any law, or constitute a breach of public policy of the country in which such activity or transaction is effected or take place or constitute a breach of public policy of the Cardholder's country of residence; or

(iii) pledge the Card or otherwise use the Card as security to any party for any reason whatsoever.

29.2 In addition to the provisions herein, the Cardholder hereby agrees and confirms that all fees and charges payable by the Cardholder under the terms and conditions herein may be debited by Merchantrade directly from his or her Card Account Balance and are non-refundable.

29.3 The Cardholder undertakes to hold Merchantrade harmless and to indemnify Merchantrade against any liability for loss, damage, costs and expenses (legal or otherwise including costs

on a solicitor and client basis) which Merchantrade may incur by reason of the provisions herein or enforcement of its rights hereunder.

30. COSTS AND EXPENSES

30.1 The Cardholder shall be fully liable to pay to Merchantrade all costs (including legal costs on a solicitor and client basis), charges and expenses which Merchantrade may incur in enforcing or seeking to enforce any of the provisions herein or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Cardholder.

31. WAIVER

31.1 Merchantrade's acceptance of any terms or payments, or any delay or failure by Merchantrade to exercise of its rights and/or remedies under this Agreement does not represent a waiver of any of its rights and does not prevent Merchantrade from enforcing any of its rights under this Agreement. Any single or partial exercise of any right, power or privilege shall not preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. Merchantrade shall be considered to have waived its rights only if Merchantrade specifically notify the Cardholder of such a waiver in writing.

31.2 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

32. FEATURES AND BENEFITS

32.1 Merchantrade may review, revise, add or remove any of the features and benefits listed in the Website from time to time.

33. CONSENT TO DISCLOSURE OF INFORMATION AND MERCHANTRADE'S RIGHT TO DISCLOSURE

33.1 The Cardholder irrevocably authorizes and consents to the disclosure by Merchantrade at any time to any party of any information or documents pertaining to the Cardholder's particulars and affairs (financial or otherwise), the Card Account or the Card and any other information which Merchantrade deems necessary to facilitate the use of the Card or the processing of any Transactions effected or to be effected through the use of the Card or for any other purposes which Merchantrade may require the disclosure, subject to prevailing regulations.

33.2 In addition, the Cardholder hereby authorizes Merchantrade to disclose any information concerning the Cardholder to any of Merchantrade's existing or future business partners for the purpose of providing information about the Card or services to the Cardholder or for any other purposes.

33.3 The Cardholder hereby warrants and undertakes that all personal information provided to Merchantrade is true, correct and complete. The Cardholder shall ensure that all information provided to Merchantrade are current and updated at all times, and Merchantrade shall not be liable for the consequences arising out of erroneous/incomplete/incorrect information supplied by the Cardholder.

33.4 Disclosure of information pursuant to **Clause 33** herein shall survive the termination of this Agreement or the Card.

33.5 The Cardholder agrees that Merchantrade shall not be liable for any disclosure by Merchantrade in **Clause 33** and the Cardholder undertakes to hold Merchantrade harmless and keep Merchantrade 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 Merchantrade or any error, inaccuracy or misstatement of such information whether caused by Merchantrade or any other third party's omission or due to system or technical default or failure or otherwise.

34. FORCE MAJEURE

34.1 Merchantrade shall not be responsible or liable for any loss or damage sustained by the Cardholder for failing or delaying to perform in whole or in part any part of its obligations under this Agreement, attributable directly or indirectly to service failures, delays or disruptions as a result of circumstances, including without limitation, unavailability, malfunction and failure of computer system, data and telecommunication, or electricity failures, Acts of God, riots, civil commotions, insurrections, wars, strikes, terrorism, material shortages, natural calamities, pandemic, civil unrest, regulatory and government action or other industrial action or trade disputes and any other causes beyond Merchantrade's or its agents' or service providers' reasonable control or any fraud or forgery. Merchantrade's obligations, as far as affected by such acts or occurrences, shall be suspended during the continuance of any delay or failure in performances so caused, and such delay or failure shall not be a breach of this Agreement.

35. GOVERNING LAW AND JURISDICTION

35.1 This Agreement shall be governed and construed under the laws of Malaysia and the Cardholder agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.

36. CONFLICT BETWEEN ENGLISH VERSION AND OTHERS

36.1 In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version and any other version of the terms and conditions herein, the terms and conditions in the English version shall prevail

37. SEVERABILITY

37.1 The invalidity or unenforceability of any of the provisions herein shall not nullify the underlying intent of this Agreement and any such invalid or unenforceable provision shall be severable. 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.

38. SUCCESSORS BOUND

38.1 The provisions contained herein shall be binding upon the heirs and personal representatives of the Cardholder and Merchantrade's successors-in-title and assigns.

39. ASSIGNMENT

39.1 The Cardholder is not permitted to assign this Agreement to any party; however Merchantrade reserves the right at any time without the Cardholder's consent to assign thewhole or any part of Merchantrade's rights and obligations under this Agreement with or without notice to the Cardholder.

40. INDEMNITY

40.1 The Cardholder hereby undertakes to hold Merchantrade harmless and fully indemnify Merchantrade from and against all losses (including consequential or otherwise), damages, actions, proceedings, claims, demands, costs, expenses and liabilities whatsoever from all parties, directly or indirectly arising out from such use or misuse of the Card or Card Account or the Website, Web Portal or Mobile Application or the Cardholder's breach of any of the provisions herein or in enforce of Merchantrade's rights hereunder or any claims being brought against Merchantrade.

41. TIME OF ESSENCE

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

42. DISCREPANCY AND AMBIGUITY

42.1 Should there be any conflict or discrepancy between the terms and conditions of the Standard Application Form and the terms and conditions herein, the Cardholder agrees thatthe terms and conditions more favourable to Merchantrade shall prevail and be deemed asthe governing and operative provision binding on the Cardholder.

42.2 In the event of any ambiguity arising from this Agreement, such ambiguity shall be resolved by Merchantrade, and any construction of the meaning of any provision by Merchantrade shall be final and binding on the Cardholder.

43. RECONSTRUCTION OF MERCHANTRADE

43.1 The liabilities and/or obligations under 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 madeby Merchantrade.

44. PRESERVATION OF RIGHTS AND ENTITLEMENT

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

45. COMPLAINTS

45.1 If you are unsatisfied with the resolution of a dispute or complaint, you may refer the matter to either of the following bodies:

BNMLINK	https://bnmlink.bnm.gov.my/ Tel: 1-300-88-5465 (Overseas: +603-2174-1717)

Financial Markets Ombudsman Service (FMOS)	http://www.fmos.org.my/ Tel: +603 2272-2811

45.2 Details of the procedures for lodging a complaint can be found at the BNM website.

46. NOTICES AND NOTIFICATION OF CHANGE

46.1 All notices, requests, notifications and complaints may be communicated to Merchantrade at the channels stipulated in this **Clause 46** herein or such other channels as Merchantrade may prescribe from time to time.

46.2 The Cardholder shall promptly notify Merchantrade of any change in his or her residential, employment or business address or telephone number(s). Notification of change(s) may bemade by visiting the nearest Merchantrade branch.

47. INSTRUCTIONS FROM THE CARDHOLDER

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

48. AVAILIBILITY OF VALYOU WALLET

48.1 The Valyou Wallet shall at the sole and absolute discretion of Merchantrade be made available to the Cardholder. In the event the Cardholder intents to utilize Valyou Wallet, the Cardholder agrees to be bound by Valyou Mobile Wallet Subscriber Terms & Conditions which is accessible via https://mtradeasia.com/main/valyou/.

49. UNCLAIMED MONEYS ACT 1965

49.1 This Card is subject to the provisions of the Unclaimed Moneys Act 1965.