

## **Terms and Conditions of EON Bank Berhad in relation to the EPETROL SERVICES (the “Programme”)**

This Terms and Conditions are applicable to the Programme as imposed by EON Bank Berhad. The Terms and Conditions is to apply in conjunction and read with EON Bank Berhad's Terms and Conditions Governing Conduct Of Current Account or Savings Account as the case may be (“Account Terms”). In the event of any discrepancy or inconsistency between this Terms and Conditions and the Account Terms, this Terms and Conditions shall prevail in so far as it applies to the Programme. Upon acceptance of this Terms and Conditions or upon using the Card to debit the Account for the Payment Transactions, you will be bound by this Terms and Conditions and the Account Terms.

### **1. Definitions**

1.1 As used herein, the word:-

- (a) **Account** means the Account Holder's individual account(s), whether savings or current, maintained with the Bank (which the Account Holder has/have designated for the purpose of debiting the Payment Transactions)
- (b) **Account Holder** means the person who maintains an Account with the Bank.
- (c) **Bank** means EON Bank Berhad and its successors-in-title and assignees.
- (d) **Card** means the valid MYKad of the Account Holder, being an identity card of the Account Holder issued under the National Registration Act, 1959 and the National Registration Regulations 1990 made thereunder that has been registered with EPSB for the EPSB Services.
- (e) **EPSB** means EPetrol Services Sdn. Bhd. (Company No. 807835-W), a company incorporated under the laws of Malaysia.
- (f) **EPSB Services** means the services provided by EPSB whereby an Account Holder is able to register his/her Card with EPSB and link his/her Card to any account(s) designated by the Account Holder for making payments for transactions effected at outlets authorised by EPSB and payments for such other facilities and/or services made available or offered by EPSB to the Account Holder from time to time.
- (g) **Payment Transaction** means any payment transaction (whether for goods or services purchased or acquired or of any charges otherwise incurred) effected through the use of the Card.
- (h) **PIN** means the Personal Identification Number created by the Account Holder for access to the EPSB Services.
- (i) **Terminal** means the electronic Point-of-Sale terminal at the outlets authorized by EPSB whereby the Payment Transaction is effected and directly debited from the Account.

1.2 Expressions defined in this Terms and Conditions shall, unless the context requires otherwise, have the same meanings as those described in the Account Terms. Words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine or neuter gender and vice versa; words importing a person shall include an individual or a firm, association, company, corporation or other entity as the context requires. Headings are for ease of reference and shall not affect the interpretation of any provision herein.

## **2. Use of the Card**

- 2.1 The Card is to be used solely by the Account Holder when effecting any Payment Transaction.
- 2.2 The Card must not be used for and each Payment Transaction must not be incurred for any unlawful or illegal activity. The Account Holder must observe and comply with the relevant laws of Malaysia in the use of the Card and in carrying out any Payment Transaction.

## **3. Payment Transaction**

- 3.1 The Payment Transaction is subject to a Daily Spending Limit of RM500.00 and further subject to a transaction limit of RM250.00 for each transaction towards purchase of petrol.

## **4. Operation of Account**

- 4.1 The Account Holder is responsible for all Payment Transactions debited from the Account and shall accept the Bank's record of transactions as binding and hereby authorises the Bank to debit the Account with the amount of any payment made by the use of the Card whether with or without the Account Holder's knowledge or authority.
- 4.2 Notwithstanding any provision in this Terms and Conditions to the contrary, under no circumstances shall the Account Holder use or attempt to use the Card for payment unless there are sufficient funds in the Account.
- 4.3 The Bank shall not be liable in the absence of willful misconduct or gross negligence on the part of the Bank, its servants or agents for any loss or damage suffered by the Account Holder arising from the use of the services or facilities under the Programme.

## **5. Record of Payments**

- 5.1 The Account Holder shall accept the Bank's record of payments as correct for all purposes.
- 5.2 Where the Account is a savings account, there will be no physical statement of account sent to the Account Holder while the Account Holder may obtain the statement from the Bank's online website and all details in the statement shall be deemed to be accurate and binding on the Account Holder unless disputed in accordance with the terms and conditions herein.
- 5.3 The Account Holder agrees to notify in writing to the Bank of any dispute or error or query in respect of the Bank's record of payments or statement of account within 14 days from the date of such record or statement or if applicable, within such period as required by law.
- 5.4 In respect of any payment disputed by the Account Holder during the stipulated period, the Bank shall investigate and the decision on the outcome of the investigation shall be binding on the Account Holder. Based on the said decision, the Bank shall then either reverse or maintain the disputed payment debited from the Account.
- 5.5 If the Account Holder does not notify the Bank in writing within the stipulated period, then it shall be deemed to have conclusively accepted the Bank's record of payments as correct.

## **6. Charges and Fees**

- 6.1 A non-refundable annual fee of RM6.00 is payable by the Account Holder to the Bank. The Bank shall debit the Account for the annual fee and all charges payable to the Bank under this Programme.
- 6.2 The Bank may at their discretion vary the rate or amount of any charge, fee, service fee or overdraft rate payable under this Agreement. The Bank may choose to waive such fee or vary such charges without giving prior notice.

## **7. Fraud Alert**

- 7.1 From time to time, the Bank may be advised of any Payment Transaction that are suspicious or deemed suspicious. In such an instance, the Bank may but is not obligated to contact the Account Holder to validate the said Payment Transaction (irrespective whether they were incurred or not) as a measure against possible fraud on and/or unauthorised debit of the said Payment Transaction from the Account and the Bank may at its discretion reject any such debit of the said Payment Transaction from the Account.
- 7.2 The Account Holder further agrees that the onus of showing that the Card was not used by the Account Holder at the time a disputed Payment Transaction was entered into or recorded is upon the Account Holder.

## **8. Loss/Theft of Card/Disclosure of PIN**

- 8.1 For lost, stolen or unauthorised use of the Card and/or disclosure of the PIN, the Account Holder shall immediately notify EPSB of the loss/theft or unauthorised use/disclosure.
- 8.2 The Account Holder shall be liable for all payment debited from the Account arising from any Payment Transaction before the Bank receives any written notice from EPSB of the loss or theft or unauthorised use of the Card and/or PIN.

## **9. Suspension/Cancellation and Termination of Services**

- 9.1 The Bank shall have the discretion to cancel or suspend or terminate the Programme at any time without having to give any reason or notice.
- 9.2 In addition to Clause 9.1 above, the Bank may refuse to authorise any debit of the Account upon occurrence of but not limited to any one or more of the following events:
- (a) any breach by the Account Holder of any of the terms and conditions herein and/or the terms and conditions under the Account Terms or the closure of the Account for any reason whatsoever;
  - (b) default in the payment of any monies hereby covenanted to be paid in the manner herein provided after the same shall have become due whether formally demanded or not;
  - (c) the Account Holder commits an act of bankruptcy or become bankrupt or allows any judgment against the Account Holder to remain unsatisfied for more than 30 days;
  - (d) a distress execution attachment or other legal proceedings is levied, enforced or taken out against the Account Holder's properties and is not discharged or stayed within 7 days;
  - (e) the Bank decide at their absolute discretion that the Account Holder's financial position is or has become unsound and/or any events have occurred or a situation exists which could or might prejudice the ability to fulfill the terms and conditions herein or has become impaired;

- (f) the Account Holder fails to pay any sums of moneys payable under any loan or account or facilities granted to the Account Holder by the Bank or any subsidiaries after the same shall have become due whether formally demanded or not;
- (g) the Account Holder dies or become unsound of mind or is incapacitated;
- (h) the Account Holder terminates the use of the EPSB Services.

9.3 The Account Holder may terminate the services and facilities available under this Programme at any time by giving the Bank a written notice.

9.4 Upon the termination of the Programme by the Bank or the services and facilities available under the Programme by the Account Holder for whatever reason, the Account Holder shall not continue to debit the Account for any Payment Transaction and any such debit shall be deemed as fraudulent use. The Account Holder is still obligated under this Agreement and the Bank shall remain to be entitled to debit the Account for all Payment Transactions that are carried out before or after the termination of the Programme or the services and facilities available thereunder. Until such transactions and any charges that may be imposed in the manner stipulated herein are paid in full, the Account Holder shall remain liable to the Bank.

## **10. Exclusions of Liability**

10.1 The Bank is not liable in any way:

- (a) should the Card or Payment Transaction be rejected by EPSB, any authorised outlet or any Terminal used to process the Payment Transaction or if the Bank refuse for any reason to authorise any debit of the Account for payment of any Payment Transaction;
- (b) for any interruption, loss of power supply to or any failure, malfunction, defect, down time, delay or error in any Terminal used to process the Payment Transactions, or other applications, machines or system of authorisation whether belonging to or operated by the Bank or other persons;
- (c) for any delay or inability on the Bank's part to perform any of the obligations under this Agreement due to any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside the Bank's control or the control of any of the Bank servants, agents or contractors or any fraud or forgery; or
- (d) for any suspension, discontinuance or cancellation of any of the facilities and/or services made available by EPSB and/or any restrictions or limitations imposed by EPSB or the authorised outlet with regards to such facilities and/or services.

## **11. Disclosure of Information**

11.1 The Account Holder hereby authorises the Bank to disclose any particulars of the Account Holder, Card, Account and Payment Transaction to:

- (a) EPSB or any person or organization or merchants or authorised outlets providing the goods or services for the purpose of the operation of the said facilities or services, including but not limited to investigating discrepancies, errors or claims;
- (b) EPSB or banks charge card companies or merchants or authorised outlets in charge card enquiries; outsourced agents appointed by the Bank for the purpose of making, printing, mailing, storing microfilming and/or filing personalised cheques, statements of accounts, cards, labels, mailers or any other documents or items on which the name and/or other particulars appear, or any data or records or any documents whatsoever;

- (c) any information or processing organization or department or consultant conducting survey(s) or analyses or developing system applications on the Bank's behalf;
- (d) any person or organization for the purpose of marketing or promoting any services or products whether the Bank's own or tied up by the Bank;
- (e) EPSB, merchants or authorised outlets, Bank Negara Malaysia, the Director General of National Registration and any other financial institution;
- (f) any of the Bank's related corporations (as such term is defined in the Section 6 of the Companies Act 1965) including but not limited to the Bank's branches, affiliates or associations in Malaysia or overseas;
- (g) any government agency or authority or courts of the jurisdiction in Malaysia or outside of Malaysia; and
- (h) any person or organization for the purpose of collecting or recovering on the Bank's behalf, or securing for the Account Holder's benefit or repaying on the Account Holder's behalf, any sums of money owing to the Bank from the Account Holder.

11.2 The Account Holder further acknowledges that:-

- (a) there may be inadvertent disclosure of information by the Bank and/or any of the Bank's officials in the course of providing information to merchants, authorised outlets, EPSB and third parties, relevant to transactions made or purported to be made by the Account Holder and the Account Holder consents to such inadvertent disclosure; and
- (b) equipment and software providers, service providers, network providers (including but not limited to telecommunications providers, Internet browser providers or Internet access providers) and merchants may have or be able to gain access to any information transmitted over the relevant system, and the Account Holder agrees not to hold the Bank liable in any way in this respect.

11.3 Neither the Bank nor any of the officers shall be liable for any loss or damage suffered by the Account Holder as a result of any disclosure of any information which has been consented.

11.4 The Account Holder shall provide the Bank with any information or documentation that the Bank may reasonably request relating to the Account Holder, the Card and/or the Account and transaction effected using the Card and shall cooperate with the Bank in any related investigation or litigation.

11.5 The Bank's rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to the Banking and Financial Institutions Act, 1989 (as may be amended and substituted from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

## **12. Miscellaneous**

- 12.1 Any costs, fees or expenses (including legal costs) that are incurred by the Bank as a result of the breach of the terms and conditions of this Agreement or arising out of the Bank's rights shall be recoverable by the Bank from the Account Holder on a full indemnity basis.
- 12.2 All communication to the Account Holder may be sent by ordinary post or left at the last known address by the Bank and shall be deemed to have been received by the Account Holder after 72 hours of posting or as the case may be, at the time of delivery.
- 12.3 No failure to exercise, nor any delay in exercising, on the Bank's part any right or remedy under this Agreement will operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies provided by law. The Bank shall be considered to have waived the rights only if the Bank specifically notify of such a waiver in writing.
- 12.4 The Account Holder shall indemnify the Bank against any liability, loss, damage, including solicitor and client costs and expenses (legal or otherwise) which the Bank may sustain or incur, directly or indirectly, by reason of having made available the facilities or services under the Programme and/or in relation to the Account or enforcement of the rights under this Agreement or in acting upon any instructions which the Account Holder may give in relation to the Card, the Payment Transaction or Account or any negligence, fraud and/or misconduct on the part or on the part of any agents or representatives or breach of this Agreement.
- 12.5 The Bank shall have the absolute right, with or without prior written notice to the Account Holder, to amend the terms and conditions herein as and when the Bank shall deem it fit or necessary from time to time.
- 12.6 If any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.
- 12.7 This Agreement is subject to laws of Malaysia law and the Account Holder hereby agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.
- 12.8 In the event of any conflict or discrepancy between the English text of this Agreement and any translation thereof, the English text shall prevail. In the event of any inconsistency between this Agreement and any other representations contained in any other promotional or advertising materials advertising the Programme, this Agreement shall prevail. In the event of any discrepancy or inconsistency between this Agreement and the Account Terms or any terms and conditions governing the use of the Card and the EPSB Services established by EPSB, this Agreement shall prevail in so far as it applies to the Programme PROVIDED ALWAYS THAT nothing in this Agreement shall affect in any way the operation and terms and conditions contained in any agreement between the Account Holder and EPSB.