

TERMS AND CONDITIONS OF AFFIN BANK EASY PAYMENT PLAN (EPP)

The AFFIN BANK and AFFIN ISLAMIC's ("collectively referred to as the Bank") Easy Payment Plan ("EPP") allows Cardmembers to convert retail purchases into monthly Instalments over a prescribed instalment period. These Terms and Conditions shall be read together with the Cardmember Agreement, which regulates the provision of Card facility by AFFIN BANK / AFFIN ISLAMIC. In the event of inconsistency of any of these Terms and Conditions and the Cardmember Agreement, these Terms and Conditions shall prevail to the extent they apply to the EPP.

1. DEFINITION

- 1.1. The following words and expression shall have the following meaning in these Terms and Conditions, unless the context otherwise requires:
 - a. **"Cardmember Agreement"** shall mean the AFFIN BANK Credit Card/ AFFIN ISLAMIC Credit Card-i Terms and Conditions governing the use of the AFFIN BANK Credit Card/ AFFIN ISLAMIC Credit Card-i (**"the Card"**) issued by Affin Bank Berhad and Affin Islamic Bank Berhad (herein referred to as **"the Bank"**).
 - b. **"Card Account"** shall mean the AFFIN BANK Credit Card/ AFFIN ISLAMIC Credit Card-i Account of the Cardmember maintained with the Bank.
 - c. **"Cardmember"** shall mean the holder of the Card issued by the Bank.
 - d. **"Credit Limit"** shall mean the limit granted by the Bank for the use of the Card.
 - e. **"Instalment"** shall mean the amount charged to the Card Account and payable on a monthly basis during the Instalment Period.
 - f. **"Instalment Period"** shall mean the period for payment by Instalment of the Retail Purchase under EPP.
 - g. **"Retail Purchase"** shall mean the transaction charged to the Cardmember's Card Account for the purchase of the goods and/or services from the participating EPP Merchants of which later to be converted into Instalment over the Instalment Period.
 - h. **"EPP Merchant"** shall mean any retail establishment who participates in EPP to allow Cardmembers to convert Retail Purchases into Instalment.
 - i. **"Transaction Receipt"** shall mean the relevant payment slip, Direct Debit Authorization Form, form or papers supplied by the Bank for the purpose of recording, confirming and evidencing purchase or service incurred by the Cardmember through the use of the Card to be charged to the Card Account.
 - j. **"Payment Due Date"** shall mean twenty (20) days from the Card Statement Date stated on Card Account Statement.
 - k. **"Statement"** shall mean the periodic Card Account Statement issued by the Bank to the Cardmember which shows inter alia the amount charged, the Payment Due Date and the method of calculation of finance charge/ profit rate.
 - l. **"Statement Date"** shall mean the day the Statement is generated.
 - m. Words importing the singular number include the plural number and vice versa.
 - n. Words importing the masculine gender include feminine.
- 1.2. Definitions of words and expression in the Cardmember Agreement shall have the same meaning as that provided for in these Terms and Conditions for the purpose of the EPP.

2. ELIGIBILITY

- 2.1. EPP is open to all new or existing principal and/or supplementary Cardmember whose Card Account is valid, in good standing (not in default) and with sufficient available Credit Limit at the point of purchase at the EPP Merchant and subject to approval by the Bank.
- 2.2. Retail Purchase must be made with a valid Card.
- 2.3. The Cardmember's signature on the Transaction Slip serves as acceptance by the Cardmember of the EPP Merchant's terms and conditions of sale, the Terms and Conditions herein. Notification via Short Messaging System ("SMS") will be sent to the Cardmember for specific Retail Purchase amount set by the Bank, including but not limited to EPP transaction.
- 2.4. The Bank reserves the right to reject any EPP application, including but not limited to delinquent or suspended Card Account(s) of the Cardmember or the EPP Merchant is suspected to have been operated fraudulently and/or suspended/closed by the Bank. The Bank shall not be liable or responsible in any manner for direct, indirect, special or consequential damages arising out of any such rejection.
- 2.5. Upon approval of the EPP application, the full amount of the Retail Purchase shall be considered as utilization of the Cardmember's available Credit Limit, which will be progressively restored as payment of Instalment is made on a monthly basis.

3. INSTALMENTS

- 3.1. Instalments shall be billed to the Cardmember's Card Account with the first Instalment upon approval of the EPP application and followed by subsequent Instalments billed on a monthly basis throughout the Instalment Period.
- 3.2. The monthly Instalments and/or the Instalment Period cannot be varied/alterd without the Bank's approval and prior written consent.
- 3.3. The EPP monthly instalment forms part of the cardmember's minimum payment and must be paid in full. In the event the Cardmember not making payment of the full EPP monthly Instalment amount, the applicable normal finance charge/profit rate set out in AFFIN BANK / AFFIN ISLAMIC Credit Card Terms and Conditions and / or AFFIN BANK / AFFIN ISLAMIC World Mastercard Terms and Conditions ("Cardmember Agreement") shall be chargeable on the outstanding EPP monthly Instalment amount.
- 3.4. In the event Cardmember fails to make the minimum payment by the Payment Due Date leading to the cancellation of the Card facility, the EPP shall be terminated and the remaining balance shall be billed to the Cardmember's Card Account.

4. EXCLUSION OF LIABILITY

- 4.1. The Merchandise(s) are supplied by the respective EPP Merchants. The Bank is only providing a means of payment for these Merchandise(s) via the usage of the Card.
- 4.2. The Cardmember is advised to check with the EPP Merchant on the conditions of the warranty and the warranty period. A warranty card is provided with the Merchandise(s), where applicable. The Bank makes no representation or warranty in respect of the Merchandise(s) in particular, its merchantability, quality, suitability for use and all ancillary services. For services and repairs, the Cardmember shall contact the EPP Merchant directly.
- 4.3. Any exchange return and/or cancelled of Merchandise(s) by the Cardmember to the EPP Merchant shall subject to the EPP Merchant's terms and conditions.
- 4.4. The Bank will not be liable for any inadequate, defective or damage Merchandise(s) or be responsible for any dispute between the Cardmember and the EPP Merchant and the Bank is authorized to continue to debit the Instalment to the Cardmember's Card Account regardless of any such dispute.

5. DISCLOSURE OF INFORMATION

- 5.1. The Cardmember hereby authorises the Bank to disclose to the EPP Merchant or to any other third party such of his/her personal data as may be required for the processing of the Purchase under the EPP, including without limitation the Direct Debit Authorisation Form.

6. TERMINATION AND ACCELERATION OF PAYMENT

- 6.1. The Bank may at any time terminate or suspend the EPP in respect of a Card Account by providing twenty-one (21) calendar days prior notice to the Cardmember.
- 6.2. Notwithstanding anything contained in the Cardmember Agreement or these Terms and Conditions, the Bank shall at all times have the right to demand from the Cardmember or his/her legal heirs or executor of his/her estate, immediate payment of all sums outstanding on the Instalment payable under these Terms and Conditions, whether or not already reflected in the monthly Statement or due and payable at the date of the demand.
- 6.3. In particular, but without limiting the overriding nature of its right under Clause 6.1 and 6.2 if:
 - a. The Card Account is cancelled or terminated or notice of cancellation or termination has been served to the Cardmember for any reason whatsoever;
 - b. The Cardmember defaults in the payment of any amount due under Cardmember Agreement and/or these Terms and Conditions;
 - c. The Cardmember breaches any other provision of the Cardmember Agreement and/or these Terms and Conditions;
 - d. The Cardmember is deceased or bankruptcy proceeding have been commenced against the Cardmember is unable to pay his/her debts as they fall due.

7. MISCELLANEOUS

- 7.1. The Bank reserves the rights to change, amend, delete or add on to these Terms and Conditions by providing twenty-one (21) calendar days prior notice to Cardmembers and Cardmembers agree and shall be bound by such amendments.
- 7.2. Notwithstanding the aforementioned where request is made by the Cardmember for the Bahasa Malaysia version, the Bank shall provide the same to them.