

## Paydee Visa Credit Card Terms and Conditions

The Terms and Conditions govern the Cardholder's use of Card issued by Paydee as part of the Paydee For Business service, which is designed to provide you with both corporate card facilities and payment acceptance services. You and the Cardholder are deemed to have read, understood, agreed and accepted these Terms and Conditions and the accompanying Schedule, which contains the specific commercial terms of your service, upon the activation of the Card by the Cardholder.

Given the foregoing, you and the Cardholder should read and understand these Terms and Conditions carefully prior to the activation of the Card. If you and/or the Cardholder do not accept or agree to these Terms and Conditions, please contact us as soon as possible and/or cancel the Card.

### 1. Eligibility and Acceptance of Card

#### Signature on the Card

- a. Upon receipt of the Card, the Cardholder should immediately sign on the signature panel of the Card.

#### Eligibility of the Card

- b. In activating the Card, the Cardholder confirms that he/she is:
  - i. at least 21 years old;
  - ii. at least earning a minimum income of RM 24,000 a year; and
  - iii. not and will not be declared bankrupt.

#### Card Account

- c. Each Cardholder will be assigned a Sub-Account for each Card, where all transactions or cash advances (if any) made by the Cardholder through his/her Card, and Finance Charges imposed in respect of the Card will be recorded.
- d. You will be assigned a Main Account with respect to all the Cards issued to the Cardholders at your request and/or deemed consent and authorisation. All amounts incurred and Outstanding Balance under the Sub-Accounts will be deemed to be incurred under and as the Outstanding Balance of the Main Account.

#### Your authority

- e. The Authorised Person shall be the person whom we will communicate, liaise, provide or accept instructions in accordance to the Terms and Conditions herein, and you are deemed to have received or provided such communication, notification or instructions through the Authorised Persons.
- f. You will provide us a letter of authorisation in the event you authorise persons other than the Authorised Person to communicate, liaise, provide or accept instructions from or to us, failure which we will not recognise such communication, liaison or instructions and we will not be responsible for any loss or damage arising from the same.
- g. Please refer to Paragraph 11 (Notices / Communication) for further information on communication by you.

#### Joint and several liability

- h. You are deemed to have consented and authorised the Cardholders to hold and use the Card in accordance with these Terms and Conditions, whether for and on behalf of

the Company or for the Cardholder him/herself, upon your or the Cardholders' application for the Card.

- i. You are deemed to have consented the usage of the Card by the Cardholder, notwithstanding it may be contrary to these Terms and Conditions or against your internal policies and procedures.
- j. Save where the Card is terminated in accordance with these Terms and Conditions, you and the Cardholders shall be jointly and severally responsible for the use of the Card.
- k. You are responsible to implement policies and procedures to ensure that the Cardholder is aware and adheres to the Terms and Conditions herein, including but not limited to ensuring that the Cardholder make the payment of the Outstanding Balance. If requested, you also agree to provide us with reasonable assistance to collect all Outstanding Balance, including but not limited to providing us with the details of the Cardholder's last known address and telephone number or any other information in your records. Notwithstanding anything to the contrary, you shall remain liable for all overdue amounts from the Cardholders if we fail to receive the payments from the Cardholders.
- l. You will inform us immediately if the Cardholder has or will be ceased to be authorised by you to hold the Card due to termination or resignation of employment or any other reasons, and provide us with information including but not limited to the effective or expected date of termination.

### 2. Card facilities

This section is applicable for the use of Cards in or outside of Malaysia.

#### Credit limit

- a. The Account Limit (and Card Limit) is set by us at our sole and absolute discretion and will be informed to you. The Account Limit and Card Limit will also be stated on your Monthly Statement. We may increase or decrease the Account Limit at any time, by providing you a prior written notification, based on risk, credit and/or other considerations.
- b. You may apply to increase the Account Limit. Subject to our assessment in accordance with the applicable laws and regulations, we may, in our sole and absolute discretion, approve or reject your application effective from the date of approval.

- c. The Cardholders shall not use the Card exceeding Card Limit. Subject to the Account Limit and the respective Card Limit (if any), you may vary the Card Limit of each Cardholder at any time.

#### Available Spend

- d. Save where there is Outstanding Balance due and owing by you and/or any Cardholder, the aggregate amount available to the Cardholder for the use of his/her Card at any given time will be Card Limit minus Hold (if any, as defined below).
- e. If there is Outstanding Balance due and owing by you and/or any Cardholder, the Account Limit will be reduced accordingly. All Cardholders under the Main Account are permitted to use their Cards based on the reduced Account Limit, on a "first come, first use" basis, subject to the Card Limit. A "first come, first use" basis means any Cardholder may use the reduced Account Limit in the order of the transactions, until the reduced Account Limit has been fully utilised.

#### Contactless transaction

- f. The maximum amount permitted for contactless transaction is RM250. The Cardholder will be required to enter PIN for transaction of more than RM250.
- g. The Cardholder is deemed to have consented to the contactless transaction and agreed to the amount upon waiving or bringing the Card in close proximity with the related devices or point of sales terminals, notwithstanding that a signature, PIN or reading of microchip on the Card by the related devices or point of sales terminals is not required.

#### Transactions requiring PIN

- h. The PIN serves as a means of authentication and verification of the Cardholder's identity. The Cardholder must make sure that the transaction amount is correct prior to entering the PIN at any related devices or point of sale terminals requiring the entry of PIN. The Cardholder will be deemed to have consented to the transaction and agreed to the amount upon entry of the PIN.

#### ATM Transactions / Cash advances

- i. If permitted by you and/or Paydee, the Cardholder may use the Card at designated ATM bearing Visa logo or located in any member institution of Visa to obtain cash withdrawal, subject to the respective Card Limit, or any amount as we may determine in our sole and absolute discretion and notify you from time to time or as published on our Website.

#### Standing instructions and recurring transactions

- j. Subject to the Card Limit, the Cardholder may and will be deemed to have set up for standing instructions through any permitted platforms or channels for the intended use of the Card by completing the designated documentation or providing the relevant Card details to the provider of the Recurring Service.

- k. Subject to the terms and conditions between the Cardholder and the provider of the Recurring Service, in the event of replacement or re-issuance of Card, the standing instructions made with the previous Card may be cancelled, therefore the Cardholder is responsible to update (if required) the Card details provided to the respective platforms or channels to ensure that the replacement or re-issuance of Card does not affect the standing instructions created.
- l. Any termination of the standing instructions will need to be made through the provider of the Recurring Service. For the avoidance of doubt, the termination of the standing instructions does not result in the termination of the Card.

#### Card-not-present transactions

- m. The one-time password for card-not-present transactions in or outside of Malaysia will be sent to the Cardholder's latest mobile number known to us. The Cardholder is deemed to have consented to the card-not-present transaction and agreed to the amount upon entry of the security code of the Card (3-digit Card Verification Number (CVN)) and/or one-time password to the relevant platform.
- n. The Cardholder will be fully responsible for the card-not-present transaction where the Cardholder has disclosed the security code of the Card (CVN) and/or one-time password to any other person.
- o. For card-not-present transactions made when the Cardholder is located outside of Malaysia, the Cardholder will receive the one-time password when the Cardholder is connected to a mobile network.
- p. The Cardholder should contact us for assistance if the Cardholder is not able to receive the one-time password.

#### Flex

- q. Subject to the Card Limit, the Cardholder is permitted to make payment by way of the Card to the approved suppliers, subject to the service fee and verification of identity.
- r. The Cardholder will be responsible for the payment under Flex and agreed to the amount upon entry of one-time password.
- s. We reserve the right to request for additional information or documentation to evidence the usage of Flex.
- t. For the avoidance of doubt, a payment made under Flex shall be deemed as a transaction made with the Card. The payment amount and service fee will be incurred as an Outstanding Balance.
- u. You and/or Cardholder must make sure to provide correct and accurate bank details of the recipient, including but not limited to bank name and bank account number.
- v. The Cardholder is prohibited to request to cancel or refund the transaction once a request has been made for Flex. A payment is deemed to be successfully made if a payment confirmation has been issued to you and/or the Cardholder.
- w. The cardholder is prohibited from using the Flex service to make payments to the Business's own bank account or

to any personal bank account belonging to the Business Owner, directors, or employees, as defined in Paydee's records. Such a transaction is considered a prohibited self-payment and will be deemed a breach of this Agreement. Any funds processed in this manner may be subject to recovery by Paydee, and the transaction may be reversed at Paydee's sole discretion.

#### Hold / Pre-Authorisation

- x. If the Cardholder uses the Card in a petrol station or a rental car company or other merchants (including Flex) where the final amount of the transaction may be unknown at the time of authorisation, we may place a hold on the Card for an amount equal to or in excess of the final amount of transaction ("Hold"). The Cardholder is deemed to have consent to the Hold by virtue of inserting the card into the terminal and/or entering the PIN into the card reader. The Hold will be release as soon as the transaction is concluded and posted.

#### Overseas transactions and refunds

- y. The amount to be charged to the Cardholder for transaction in foreign currency is subject to other fees such as currency conversion and other applicable charges. Please refer to Paragraph 7 (Fees and Charges) for the details.
- z. If the Cardholder receive a refund of a transaction in foreign currency, the amount of refund to be received by the Cardholder will be in Ringgit Malaysia and may be different from the amount in the refund transaction, due to factors such as currency conversion and other applicable charges. Please refer to Paragraph 7 (Fees and Charges) for the details.

### 3. Use of Card

#### General

- a. The Cardholder cannot use the Card to perform any transactions until the Cardholder has activated the Card in accordance with the instruction as stated in the Card carrier.
- b. The Cardholder should only use the Card for permitted bona fide business-related transaction in accordance with our and your internal policy (if any), and shall not use or facilitate the Card to be used for personal, household, family, unlawful or illegal purposes (including but not limited to online gambling, betting or purchase of goods prohibited by applicable laws or regulations). You agree to establish and implement controls, policies and procedures to ensure that the Cardholders only use the Card for the intended purposes and in accordance to this Terms and Conditions.
- c. The Cardholder agrees to take utmost care in relation to the use and safekeeping of the Card, and will take every reasonable and possible step to prevent the loss or damage to the Card.

#### Portal

- d. Subject to the payment of the necessary fees or charges, you may be granted access to the Portal in our sole and absolute discretion. Your use of the Portal shall subject to the relevant terms and conditions.

#### Limitation of the Card

- e. We may at our sole and absolute discretion (a) establish limits on the types of merchants and/or transactions which the Cardholder may use the Card; (b) restrict the amount of any retail transactions or cash advance at a particular merchant in a given month; or (c) restrict the place or country of transaction.
- f. Notwithstanding anything to the contrary, we may at any time reject or decline to authorise, without providing any reason or justification:
  - i. any standing instruction or transaction that would cause the Cardholder to exceed the Card Limit and/or Account Limit;
  - ii. any transaction to be made with prohibited or restricted merchants;
  - iii. any cash advance made at ATMs not designated by us or located in any member institution of Visa;
  - iv. any standing instruction or transaction which you have specifically requested us to limit the usage for specific Cardholders;
  - v. if you and/or the Cardholder has breached the Terms and Conditions;
  - vi. any standing instruction or transaction that may cause violation to the applicable laws and regulations, suspicious of fraud or creditworthiness; or
  - vii. any reasons that we deem fit.

#### Card validity

- g. The Cardholder may use the Card and its facilities until the expiry date as shown on the "valid thru" of the Card.

#### Reissuance of Card

- h. Upon the expiry of the Card, unless otherwise notified by you and/or the Cardholder or where the Card is suspended, cancelled or terminated in accordance with the Terms and Conditions, the Card shall be automatically renewed. We will re-issue a Card with the new validity to you. You and/or the Cardholder are deem to have consented to the renewal of Card unless and until we have received written notification from you and/or the Cardholder.
- i. If you and/or the Cardholder have elected not to renew the Card upon expiry or not to activate the replacement card, you and/or the Cardholder will remain liable for any Outstanding Balance incurred previously immediately prior to the expiry of the Card.
- j. Notwithstanding the foregoing, we may, in our sole and absolute discretion, decline to renew the Card without providing any reasons.

- k. Upon receiving the new Card and subject to the instructions contained in the card carriage, you may be required to set a new PIN.
- l. Subject to Paragraph 8 (Events of default, cancellation and termination) below and notwithstanding that the Card remains valid, we may, in our sole and absolute discretion to, at any time, to issue a replacement Card to you containing changes including but not limited to card designs, made by us or as may be required by law.
- m. Upon issuance of a new or replacement Card, the Outstanding Balance and all other debts incurred under the previous Card will be transferred to the new Card.

#### 4. Card benefits and privileges

- a. The Card encompasses the benefits that have disclosed to you in the Product Disclosure Sheet. We may in our sole and absolute discretion vary, withdraw, or supplement the card benefits. Please refer to our Website for the updated card benefits and privileges (if any).

##### Our right to provide new services

- b. We may provide new services in relation to the Card at any time with a prior written notice to be provided to you and/or the Cardholder. In the event the services are provided by our related entities or third-party service providers, you and/or the Cardholder agree to consent to all applicable terms or conditions as may be imposed by the related entities or third-party service providers prior to utilising the services.

#### 5. You and/or the Cardholder's responsibility

##### Compliance with law and terms and conditions

- a. In addition to complying with the Terms and Conditions herein, you and the Cardholder are required to comply with the applicable law and regulations on the usage of the Card, whether in or outside of Malaysia, including but not limited to Foreign Exchange Policy as issued by the Central Bank of Malaysia and the rules of Visa.
- b. You and the Cardholder are required to comply with all requirements, directions, instructions, guidelines, or other terms and conditions that we may issue or amend from time to time with respect to the Cards.
- c. You and the Cardholder are advised, from time to time, to refer to the Website for the updated terms and conditions, requirements, directions, instructions, guidelines, or other terms and conditions (if any).

##### PIN and its confidentiality

- d. Upon receiving the Card, the Cardholder should, as soon as possible, set a strong PIN that is difficult to guess or imitate based on the instruction stated in the Card carrier.
- e. The Cardholder should not set a PIN that is easily identifiable, and must treat the PIN of the Card as strictly confidential and keep secure at all times. The Cardholder should not:
  - i. disclose the Card details or PIN to other persons;

- ii. write the PIN on the Card, or on anything kept in close proximity with the Card;
- iii. use a PIN selected or related to the Cardholder's birth date, identity card, passport, driving licence or contact numbers; or
- iv. allow other persons to use the Card.
- f. The Cardholder may change the PIN anytime by contacting us.
- g. If the Cardholder has voluntarily disclosed the PIN to a third party, the Cardholder and/or you will be responsible for the use of Card by such third party, unless and until the Cardholder have requested us to suspend or terminate the Card.
- h. The Cardholder may contact us to set a new PIN if the Cardholder forgets the PIN, or the Card has been suspended due to multiple entry to incorrect PIN.

##### Loss or stolen of Cards or unauthorised transactions

- i. You and/or the Cardholder should notify us, as soon as reasonably practicable upon the following. Alternatively, if you are granted access and use of the Portal, you agree to immediately freeze the Card on behalf of the Cardholders through Paydee Platform under the following events:
  - i. the stolen, lost or unauthorised use of Cards, the Cardholder's PIN has been used or compromised or the Cardholder has reasonable grounds to believe or suspect such;
  - ii. receiving short message service (SMS) transaction alert for an unauthorised transaction;
  - iii. the Cardholder reasonably believe that the Card has been stolen or misused by persons not authorised by the Cardholder.
- j. Upon notification by you and/or the Cardholder, we will freeze and suspend the use of Card immediately upon such notification and reissue the Cardholder a new Card, subject to the payment of the necessary fees.
- k. In the event the Cardholder's PINs have been used by an unauthorised person, the Cardholder must immediately create a new PIN to replace the existing PIN. Alternatively, the Cardholder may request for a replacement of the Card, subject to the payment of the necessary fees.
- l. You and/or the Cardholder will be responsible for the loss, theft or unauthorised transactions if the Cardholder has:
  - i. For transactions which require PIN verification:
    - 1. acted fraudulently;
    - 2. delayed in notifying us as soon as reasonably practicable after having discovered the loss or unauthorised use of the Cards;
    - 3. voluntarily disclosed the PIN to another person; or
    - 4. recorded the PIN on the Card, or on anything kept in close proximity with the Card.
  - ii. For transactions which require signature verification or the use of contactless card:

1. acted fraudulently;
2. delayed in notifying us as soon as reasonably practicable after having discovered the loss or unauthorised use of Card;
3. left the Card or an item containing the Card unattended in places visible and accessible to others (except at your place of residence, which the Cardholder is expected to exercise due care in safeguarding the Card); or
4. voluntarily allowed another person to use the Card.

#### Investigation and Police report

- m. If requested, you and/or the Cardholder agree to fully cooperate with us, our representatives and/or and Regulatory Authorities in relation to the investigation on any lost, stolen, or disputed or unauthorised transactions.
- n. If requested, you and/or the Cardholder shall furnish a copy of certified true copy of the police report in relation to the lost, stolen or disputed or unauthorised transactions of the Card. Save for fraud or manifest error and subject to Paragraph 5 (You and/or the Cardholder's responsibility), we retain the rights to request you and/or the Cardholder to remain responsible for the Outstanding Balance incurred immediately prior to us receiving the police report.

#### Transactions not permitted

- o. If the Cardholder has successfully used the Cards for transactions not permitted, including but not limited to, personal, household, family, unlawful or illegal purposes (including but not limited to online gambling, betting or purchase of goods prohibited by applicable laws or regulations), and for whatsoever reasons such transactions have been authorised by us, you and/or the Cardholder agree to nevertheless be responsible for such transaction.

#### Card not transferable

- p. The Cardholder should not assign or transfer the Card as it shall be used exclusively by the Cardholder. The Card should not be pledged by the you and/or Cardholder as a security for whatsoever reason.

### 6. Payment

#### Monthly Statement

- a. On a monthly basis:
  - i. the Cardholder will each receive an electronic Monthly Statement via the last known email address in our records;
  - ii. you will receive a consolidated Monthly Statement in respect of all the Outstanding Balance incurred under the Main Account via the last known email address in our records and/or on the Portal (if available to you).

- b. The Outstanding Balance will be borne equally by both you and the respective Cardholder, jointly and severally.

#### Consolidation or set-off

- c. You and/or the Cardholder shall not without our prior written approval deduct, counter-claim or off-set any amount due and owing to us.
- d. We may in our sole and absolute discretion, and without providing a written notification to you, combine or consolidate with, off-set or deduct from any accounts under your name or jointed name with others maintained with us or our related companies, with an aim to satisfy any Outstanding Balance that you and/or the Cardholder may be due and owing to us.

#### Disputes on the Outstanding Balance

- e. You and/or the Cardholder should notify us immediately of any discrepancies or disputes on the Outstanding Balance ("Disputed Transaction"), failing which we will deem the entries in the Monthly Statement are accurate and correct, and it will be conclusive and binding on you and/or the Cardholder.
- f. We reserve the right to reject or decline to investigate any Disputed Transaction raised for transactions dated more than 180 days.
- g. Upon complete investigation of the Disputed Transaction (if any), we will credit the relevant amount into the Main Account and the relevant Sub-Account or charge the relevant amount into your Main Account and the relevant Sub-Account for the next Billing Cycle (as the case may be).
- h. Save for fraud or manifest error, or where the intervention of third party or Regulatory Authority is required, the outcome of our investigation of the Disputed Transaction shall be final, conclusive and binding on you.
- i. For the avoidance of doubt, you and/or the Cardholder may contact the Ombudsman for Financial Services should you wish to continue pursuing a claim on a Disputed Transaction.

#### Minimum payment

- j. Upon receiving the Monthly Statement, you and/or the Cardholder are responsible for payment of the higher of the following on the Payment Due Date, whichever higher ("Minimum Payment"):
  - i. Minimum payment consisting of the following:
    1. at least 5% of the total amount Outstanding Balance
    2. 100% Service Tax
    3. 100% past due payment
    4. 100% monthly instalments; or
  - ii. RM 50.
- k. If you and/or the Cardholder's Outstanding Balance is below RM50, the minimum payment will be 100% of the Outstanding Balance.

#### Allocation of payment

- l. Any payments made to us will be applied in the order of balances attracting highest to the lowest interest rate.

- m. In the event the Cardholder has advanced cash from the Card, the payments made to us will be applied in the following order:
- Cash advance;
  - Retail transactions (including monthly instalment of easy payment plan and balance transfer plan); and
  - Other fees and charges (e.g., annual fee and late payment charges).

#### Method of payment

- n. You and/or the Cardholder may make payment for the Outstanding Balance in accordance to the manner as stated in the Monthly Statement.
- o. The payment made by you and/or the Cardholder shall be in the currency of Ringgit Malaysia (RM).
- p. You and/or the Cardholder shall be deemed to have made the necessary payment if the funds are received by us (i.e., the transaction made by you and/or the Cardholder has entered into our records).

#### Excess payment

- q. If you and/or the Cardholder have made payment in excess of the Outstanding Balance, we will off-set the excess amount paid (upon deducting the Outstanding Balance) against the Outstanding Balance for the next Billing Cycle for the relevant Card.
- r. You and/or the Cardholder agree that we may, in our sole and absolute discretion and as we deem fit and appropriate, debit the excess payment in the Main Account and Sub-Account of any charges, fees, costs, expenses, interest, penalties payable to us in respect of the Card.

### 7. Fees and charges

#### Finance charges

- a. Pursuant to the guidelines issued by the Central Bank of Malaysia, the following finance charges for retail transactions and cash advances ("Finance Charges") will be capped at the respective rates if you and/or the Cardholder pay less than the Outstanding Balance by the Payment Due Date:

No.	Item	Cardholders Category	Charges (of the Outstanding Balance)	
			Per Month	Per Annum
1.	Retail transactions	If you and/or the Cardholder promptly settle the Minimum Payment amount due for 12 consecutive months	1.25%	15%
2.		If you and/or	1.42%	17%

		the Cardholder promptly settle the Minimum Payment amount due for 10 months or more in a 12-month cycle		
3.		If you and/or the Cardholder do not fall within the above categories	1.5%	18%
4.	Cash advances	All categories of Cardholders	1.5%	18%

- b. The Finance Charges are not applicable on the Outstanding Balance that relates to Finance Charges that were carried forward from the previous Monthly Statement.
- c. If you have fully settled the Outstanding Balance from the preceding month, you will be entitled to a 20 calendar days period free of Finance Charges from the Monthly Statement date for all retail transactions ("Finance Charges Free Period").
- d. Unless the Finance Charges Free Period applies, you and/or the Cardholder will be required to bear the Finance Charges if you:
- pay us less than the Outstanding Balance on Payment Due Date;
  - make no payment on the Payment Due Date;
  - make payment after the Payment Due Date; or
  - have taken out a cash advance.

#### Computation of Finance Charges

- e. For the avoidance of doubt, the Finance Charges will be calculated from and including the calendar day:
- from date such retail transactions are posted to the Card until any payments are credited to the Main Account and/or Sub-Account;
  - (if available to you) of cash advance is made until any payments are credited into the Main Account and/or Sub-Account.

#### Late payment charges

- f. Pursuant to the guidelines issued by the Central Bank of Malaysia, if you have not made the Minimum Payment after the Payment Due Date, you will be charged a late payment charge for the non-payment of Outstanding Balance.
- g. The late payment charge is applicable for retail transactions and cash advances (if available to you), and will be the lower of 1% of the Outstanding Balance, subject to the minimum of RM 10 and maximum of RM 100.
- h. The late payment charges will not be added to the Outstanding Balance for computing Finance Charges.

#### Other fees / charges

- i. In addition to the foregoing, you are also subject to the following charges (if applicable):

Item	Charges
Cash advance fee (within or outside of Malaysia)	5% of the amount per withdrawal, or RM 18, whichever is higher
Replacement card (if due to reasons of Cardholder)	RM 10 for first time and RM 50 for every subsequent replacement
Replacement card (upon our request)	RM 0
Hard copy Monthly Statement	RM 1 for first hard copy Monthly Statement of a Billing Cycle, RM 5 for subsequent hard copy Monthly Statement of the same Billing Cycle
Request for sales draft	RM 14.15 per copy
PLUS / CIRRUS ATM Withdrawal / account enquiry	RM 2 per enquiry
Service tax	RM 25 per new principal and supplementary credit card upon activation, and annual renewal of the principal and supplementary credit card
Conversion for overseas transaction	The conversion rate as determined by Visa plus an administration cost of 1%* plus any transaction fee charged by Visa or Mastercard
Finance charges for balance transfer	Calculated based on the amount transferred at a predetermined rate on daily basis for a fixed tenure. Any outstanding balance of the amount transferred not paid in full within the tenure will be subject to finance charges of 1.5% per month or 18% per annum calculated on a daily basis
Investigation for Disputed Transaction	In the event the outcome of our investigation of the Disputed Transaction reveals that the Cardholder is liable for the Disputed Transaction, we may charge you and/or the Cardholder for the following: <ul style="list-style-type: none"> <li>i. the fees, costs, expenses incurred by us in investigating the Disputed Transaction;</li> <li>ii. Finance Charges from the date of the Disputed Transaction until any payments are credited to the Main Account and/or Sub-Account.</li> </ul>
Overlimit charge	Not applicable

#### 8. Events of default, cancellation and termination

##### Inactive Account

- a. A Paydee For Business account, or any individual Card within the account, is considered dormant if there has been no transaction activity for a period of twelve (12) consecutive months. A dormant account cannot be used for any transaction, and any attempt to do so will be declined. To reactivate a dormant account, the cardholder or an authorized representative of the business must notify Paydee in writing. Upon receiving the notification, Paydee will verify the account and reactivate it at its sole and absolute discretion. The account and its associated cards will be available for use within [e.g., one to three] business days following successful reactivation.

##### Termination by us

- b. If an Event of Default (as detailed in Appendix 3) has occurred, we may, in our sole and absolute discretion, issue a written notice to you and/or the Cardholder specifying the breach and the consequences of such breach. If the breach is remediable, you and/or the Cardholder will be given a prescribed timeline from the date of our notice to remedy the breach, failure which we will initiate the appropriate action, with or without prior notice, including:
- i. request for your and/or the Cardholder's immediate payment of all or part of the Outstanding Balance of the Card;
  - ii. suspend, cancel, terminate, or block the use of the Card and/or any other services in connection with the use of Card;
  - iii. initiate legal proceedings against you and/or the Cardholder;
  - iv. reduce the Account Limit and/or Card Limit;
  - v. block or refuse to authorise transactions made by the Cardholder; or
  - vi. notify the relevant merchant to block or refuse the use of the Card of you and/or the Cardholder.
- c. Notwithstanding the foregoing, we may, at any time, whether with or without providing prior written notice, carry out any action in Paragraph 8(a), if:
- i. if we deem that the Event of Default is non-remediable;
  - ii. as we deem fit on reasonable grounds;
  - iii. required by law, Court order, or an order, rule, regulation, or instruction from the Regulatory Authority;
  - iv. if the Event of Default is remediable, you have not remedied the same within a prescribed timeline; or
  - v. if you and/or the Cardholder have breached the terms and conditions of other products offered by us or our related companies.
- d. In the event of suspension, revocation, cancellation, termination, restriction or blockage of the Card, the annual fee and all other charges, fees, taxes paid will not be refunded to you.

#### Termination by you

- e. You and/or the Cardholder may terminate an individual Card at any time by providing us written notice. For termination of the entire Paydee For Business Account, a one (1) month written notice is required.

#### Consequences of termination

- f. For the avoidance of doubt, termination of a Card by you and/or the Cardholder does not result in termination of the other Cards or the Paydee For Business Account.

- g. Upon termination or cancellation of the Card for whatsoever reasons:

- i. the Cardholder shall cease to use the Card;
- ii. you and/or the Cardholder shall be responsible to immediately pay to us the whole Outstanding Balance, including any Finance Charges due and owing to us as at the date of termination; and
- iii. you and/or the Cardholder's obligations under these Terms and Conditions will be deemed as fully discharged upon our receipt of the Outstanding Balance or any fees due and owing by you and/or the Cardholder to us;
- iv. the Cardholder should cut the Card into halves across the magnetic stripe and/or EMV chip;
- v. save where the Card is lost or stolen, we may in our sole and absolute discretion, request you and/or the Cardholder to return us the Card initially issued to the Cardholder. If requested, you agree to reasonably assist the Cardholder in the return of Card to us;
- vi. if there is a credit balance in the Main Account or Sub-Account (as the case may be), we will refund such credit balance to you by way of bank transfer or such other mode of payment as we may determine in our sole and absolute discretion within 30 calendar days from the date we received your closure request.

- h. The termination or cancellation of the Card does not release you and/or the Cardholder from any obligations and liabilities under these Terms and Conditions with respect to the antecedent breach that occurred prior to the termination or cancellation (if any).

#### 9. Exclusion of liability

- a. To the extent permissible by the applicable law and regulations, we, our employees, directors, shareholders, management, representatives and officers are not responsible for any losses or damages (including but not limited to any direct, indirect, incidental, special, consequential or punitive losses or damages) incurred by you and/or the Cardholder whether directly or indirectly in relation to or arising from the use of Card.
- b. Notwithstanding anything to the contrary, we are not responsible, whether directly or indirectly:
  - i. for any goods or services purchased by the Cardholder using the Card. The Cardholder should

resolve any disputes in relation to the goods or services with the relevant merchants or service providers;

- ii. our failure or delay to act on your Communication promptly;
- iii. in the event the merchants refused or fail to honour the Card or if the Card is rejected for reasons or circumstances not within our control including but not limited to mechanical, defect, technical, interruption or closure of the related device or point of sales terminals;
- iv. the security, connectivity or confidentiality of the internet service provider, network provider, communication network provider, device, platform or channels where the Cardholder has transacted with the Card;
- v. the invalidity, inaccessibility or system failure of the mobile or the mobile number provided to us or the poor connectivity of the Cardholder's mobile or mobile number provided to us;
- vi. if the Cardholder have incurred or suffered any loss, damages, inconvenience, as a result of factors or circumstances not within our control including but not limited to mechanical, defect, technical, interruption or closure of the Merchant's platform and causing the Card to be rejected, not honoured or accepted by such platform; or
- vii. (if the Cardholder is permitted to use the cash advances service) if the Cardholder has incurred or suffered any loss, damages, inconvenience, as a result of factors or circumstances not within our control including but not limited to defect, technical, interruption or closure of the ATM and causing the Card to be rejected, not honoured or retained by the respective ATM;
- viii. if we reject or decline to authorise the use of Card or transaction; or
- ix. if we decline to renew the Card.

- c. In the event we appoint third party service providers to provide any or all the services to you, for purpose including but not limited to collection, marketing, conducting credit checks, we do not provide representations or warranties whether directly or indirectly for the acts or conducts of such third-party service providers. We will not be responsible whether directly or indirectly for the actions, loss or damages incurred by you and/or the Cardholder arising from the acts, conducts or omissions of such third parties.

#### 10. Variation to the Terms and Conditions

- a. We may, in our sole and absolute discretion, by providing you and/or the Cardholder a 21 calendar days' prior notice, vary, amend or supplement the Terms and Conditions ("Variation") (including the Finance Charges) stated herein, whether in accordance with legislation, regulatory requirements or otherwise. To the extent required by law, we will use all reasonable endeavours to notify you and/or the Cardholder of any Variation. You



and/or the Cardholder are also advised, from time to time, refer to the Website for the updated Terms and Conditions, requirements, directions, instructions, guidelines, or other terms and conditions that we may issue from time to time.

- b. You and/or the Cardholder are deemed to have consented and accepted the Variation by virtue of the Cardholder's retention or continued usage of the Cards upon the effective date of such Variation.
- c. Given the foregoing, you and/or the Cardholder should read and understand these Variation carefully prior to the retention or continued usage of the Card. If you require further clarification or do not agree to the same, please contact us as soon as possible.
- d. The latest terms and conditions made available on the Website shall supersede all previous terms and conditions made between us and you and/or the Cardholder or any other arrangements.

#### 11. Notices / Communications

- a. To the extent permitted by applicable law, unless otherwise indicated to us, you and/or the Cardholder agree to via the latest known email address known to us or via the Website to receive electronically all requests, reminders, records, notices, statements, communications, Monthly Statement and other communications for all services provided to you and/or the Cardholders under these Terms and Conditions in connection with your and/or the Cardholder's relationship with us ("Communications").
- b. Communications provided electronically may not bear any signature and or may only bear electronic or digital signature, however it shall not have a bearing on the veracity and authenticity of the Communications so long as they are legitimately issued by us in accordance with these Terms and Conditions and are not fraudulent.
- c. In the event you elect to receive the Communications via paper copies, we shall provide you with the Communications via paper copies commencing next calendar month or Billing Cycle (as the case may be, provided we were notified at least 7 Business Days in advance), and we reserve the right to charge a fee for such services. The withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you prior to such withdrawal.
- d. Notwithstanding the foregoing, we reserve the right, in our sole discretion, to effect the Communications in paper form via ordinary post to your last known address, telephone, short message service (SMS) or other means.
- e. The Communication is deemed to have been received by you and/or the Cardholder:
  - i. if delivered by hand, upon acknowledgement of receipt by the authorised representatives of you and/or the Cardholder;
  - ii. if delivered by ordinary post, 3 Business Days after the Communication has been dispatched;

- iii. if delivered by electronic mail, on the same day after the electronic mail has been sent before 5pm. If the electronic mail has been sent after 5pm, it shall deem to have been received the next Business Day;

- iv. if being published on the Website, on the same day after the Communication has been successfully published on the Website and accessible by public.

#### f. The Communication is deemed to have received by us:

- i. if delivered by hand, upon acknowledgement of receipt by our authorised representatives;

- ii. If delivered by ordinary post, 3 Business Days after the Communication has been dispatched; and

- iii. if delivered by electronic mail, on the same day after the electronic mail has been delivered before 5pm. If the electronic mail has been delivered after 5pm, it shall deem to have been received the next Business Day.

- g. In the event of lost, stolen, or unauthorised use of Card or any other requests or notification to be made to us in accordance with these Terms and Conditions, you and/or the Cardholder may reach out to us via the contact number provided at back of the Cardholder's Card or the following avenue:

Phone: +603-5870 1199

Email: [cards@paydee.co](mailto:cards@paydee.co)

Address: Level 1 Synergy 9, 9 Jalan Kajibumi U1/70, Temasya Glenmarie 40150 Selangor

- h. You and/or the Cardholder acknowledge that there may be delays, wrongly delivery or non-delivery of the Communications due to factors or circumstances not within our control such as technical issues of the relevant service provider, telephone or network operators, or other relevant third parties. In such event, we are not responsible for any loss or damage arising from the delay, wrongful delivery or non-delivery of the Communications save where such loss or damage is due to error, omission or negligence on our part.

- i. Unless otherwise stated in the Communication and to the extent relevant, the relevant Communication given to you is deemed to have been given and binding on you and/or the Cardholders (as the case may be), notwithstanding that the intended Cardholder has not received such Communication.

#### Communication by you

- j. Whilst we will, but not obliged to, use reasonable endeavours to verify the identity and authority of the person(s) making such Communication to us, you agree that we will deem the Communication as authentic, valid, fully authorised and binding on you so long as we have reasonable grounds to believe as such. You will not hold us liable for any loss or damages whether directly or

indirectly arising from acting in good faith on Communication deemed to be provided by you.

- k. We may, in our sole and absolute discretion, refuse or delay to act on the Communication if the Communication is not issued by the Authorised Persons or if we have reasonable grounds to believe that your Communication is fraudulent.
- l. We are not liable for the accuracy, correctness, authenticity or completeness of the Communication.
- m. If we receive contradicting Communication from you and the Cardholder, we shall deem the Communication given by you to take precedent over the Communication given by the Cardholder.
- n. All Communication provided by you will be attended to within 1 Business Day from the date of Instruction, regardless of the timeline stipulated in your Communication (if any).
- o. Unless otherwise stated in the Communication and to the extent relevant, the Communications provided by you to us shall be deemed to have been given by and binding on all the Cardholders.

#### Your change of Communication

- p. In the event that you are required to amend, modify, retract or change your Communication provided to us ("Change Request"), we are not deemed to have received or have been notified of the Change Request, unless and until we have acknowledged of the same.
- q. Whilst we will use our best endeavours to attend to the Change Request, we are not obliged to attend to the Change Request and we will not be responsible for any losses or damages in the event the Change Request could not be effected. In such circumstances, we will notify you of the same.

#### 12. Change of information

- a. It is important for you and/or the Cardholder to ensure that the data and information submitted to us are true, accurate, complete and updated at all times. You and/or the Cardholder should notify us, immediately, of any change in the data and information submitted to us.
- b. You and/or the Cardholder acknowledge that we rely on you and/or the Cardholder to ensure that the data and information is kept true, accurate, complete and updated. You and/or the Cardholder will not initiate claim against us, whether for loss or damages or otherwise, if our records are false, inaccurate, incomplete and outdated, given that we have not been informed by you and/or the Cardholder in relation to the update on such data or information.

#### 13. Other provisions

##### Representations and warranties

- a. You and the Cardholder represent and warrant that:
  - i. the Card will not be used as a means or channel, whether directly or indirectly, for fraud, illegal, irregular, unlawful, suspicious, money laundering or terrorism financing purposes;

- ii. you and the Cardholder are and will be in compliant with the applicable laws and regulations, including but not limited to Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and tax laws;
  - iii. shall not engage in any activity likely to compromise your and/or the Cardholder's ability to perform its obligation under these Terms and Conditions;
  - iv. there is no litigation, arbitration, tax claim, dispute or administrative proceeding at present whether current, pending or threatened which is likely to have an adverse effect on your and/or the Cardholder's ability to perform its obligations under the Agreement as at the date of this Agreement;
  - v. the Cardholder is and will continue to meet the eligibility criteria of the Card; and
  - vi. you and/or the Cardholder has sufficient financial standing and means to repay the Outstanding Balance and/or all debts due and owing to Paydee;
  - vii. the information, data and document provided to us by you and/or the Cardholder is and will remain accurate, true, correct and updated;
  - viii. the obligations set out in this Agreement constitute valid, binding and legally enforceable obligations on you and/or the Cardholder.
- b. You represent and warrant that:
    - i. you are validly incorporated and existing under the laws of Malaysia;
    - ii. you have obtained all necessary approvals, licences, or authorisations required to conduct your business; and
    - iii. you have all necessary corporate authority to comply with and perform your obligations under this Agreement.
  - c. You and/or the Cardholder should immediately notify us in the event the representations and warranties are no longer true, accurate, complete and updated.

##### Indemnity

- d. To the fullest extent permitted by the applicable law, you and/or the Cardholder will, jointly and severally liable, save harmless and keep us, our successors in title and assigns, fully indemnified from and against all costs, expenses, charges, demands, proceedings, actions, losses and damages whether directly or indirectly in connection or arising from:
  - i. breach of this Terms and Conditions;
  - ii. in connection with our reliance on the Communications given by you via any means;
  - iii. our effort to enforce or seeking to enforce the Terms and Conditions herein, including recovering the Outstanding Balance or any amount due and owing to us.

This Paragraph shall survive termination or cancellation of the Card in accordance with these Terms and Conditions.

## Appendix 1: Miscellaneous

### General

- a. The Paragraph headings are for ease of reference only and shall not be relevant to the interpretation of these Terms and Conditions.
- b. Words importing a gender include any other gender.
- c. Unless otherwise specified, a reference to a Paragraph is a reference to a Paragraph or sub-Paragraph of these Terms and Conditions.
- d. Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- e. The Schedules are incorporated into these Terms and Conditions and shall form and be read as part of the Terms and Conditions.
- f. A reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.
- g. A reference to a time and date concerning the performance of any obligation by a Party is reference to a time and date in Malaysia.
- h. The Terms and Conditions bind you and/or the Cardholder's successors and permitted assigns (as the case may be).
- i. In these Terms and Conditions, if a word is defined another grammatical form of that word has a corresponding meaning.
- j. A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

### Waiver

- k. Waiver of our rights under these Terms and Conditions is only valid and binding on us if such waiver is made by way of writing. Waiver of our rights under a particular circumstance does not constitute waiver of our rights in other or similar circumstances, unless stated otherwise.
- l. For the avoidance of doubt, the following does not constitute a waiver by us of our rights under these Terms and Conditions:
  - i. Acceptance of late payment, partial payment, Minimum Payment;
  - ii. Grant of any exception, indulgence or exemption for you and/or the Cardholder to perform any obligations under these Terms and Conditions;
  - iii. Delay in exercising, or omission to exercise any right, power or remedy; or
  - iv. Acquiescence or inaction in respect of a default.

### Severability

- m. Each provision of these Terms and Conditions is severable from the other. If at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

### Governing law

- n. These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia. The Malaysian Courts

will have the exclusive jurisdiction to determine all actions and proceedings arising out of these Terms and Conditions.

### Assignments, transfer, novation

- o. You and/or the Cardholder shall not assign, transfer, novate or charge the title, interests, benefits, rights, obligations, and/or liabilities under these Terms and Conditions, including the Outstanding Balance or any amount due and owing to us, to any other third party by way of security or otherwise, unless we consent in writing and subject to any Terms and Conditions that we may prescribe.
- p. We may assign, transfer or novate absolutely all or part of our title, interests, benefits, rights, obligations, and/or liabilities to any persons, including but not limited to our related group of companies. We will provide you with prior notice of such assignment, transfer or novation to the extent it may materially affect you and/or the Cardholder's obligations and rights under these Terms and Conditions. Otherwise, we aim to notify you upon such assignment, transfer or novation.
- q. Any assignment, transfer or novation will deem to take effect and binding on you and/or the Cardholder and the assignee, transferee or novatee upon completion of the same. We will be fully discharged and released from our assigned, transferred or novated title, interests, benefits, rights, obligations, and/or liabilities (as the case may be), and the assignee, transferee or novatee will be bound by the same. If required, you and/or the Cardholder agree to execute or give effect to any documentation or take steps to give effect to such assignment, transfer or novation.

### Legal costs, charges and expenses

- r. You and/or the Cardholder shall be responsible to pay all legal costs, charges, fees or expenses that we may incur in enforcing or seeking to enforce the Terms and Conditions herein, including recovering the Outstanding Balance or any amount due and owing to us.

### Entire agreement

- s. These Terms and Conditions contain the entire agreement between you and/or the Cardholder with us in respect to the subject matter hereunder and supersedes any prior written or oral agreement between you and/or the Cardholder and us.

### Additional documentation

- t. You and/or the Cardholder agree to execute or give effect to any further documents as we may request from time to time to ensure an orderly operation and usage of the Card.

### Rectification of records

- u. Notwithstanding anything to the contrary, Paydee reserves the right to amend, rectify or vary the records or transaction in the Monthly Statement, Main Account or Sub-Account, if we discover any errors or mistakes in the same.

### Taxes

- v. You and/or the Cardholder shall pay for any taxes or levies which is required by any applicable law, regulations, guidelines,

decisions or directives issued by any governmental or regulatory authorities.

#### Force majeure

- w. To the extent permitted by law, we are not responsible whether directly or indirectly in the events of *Force Majeure*. We aim to notify you in the event of *Force Majeure* and the consequences on the same.
- x. *Force Majeure* refers to unforeseen circumstances or circumstances not within our control, including but not limited to acts of God, acts of government or other authorities, fires, lockouts, riots, wars, epidemics, pandemics, inclement water, earthquakes, natural disasters, industrial actions, strikes, fire, flood, drought.
- y. For the avoidance of doubt, you and/or the Cardholder shall remain liable for the Outstanding Balance and Finance Charges in the event we are not able to furnish you with a copy of the Monthly Statement due to *Force Majeure*.

#### Appointment of collection agents

- z. Without prejudice to our rights under this Agreement, we may, upon providing a prior written notice, in our sole and absolute discretion, appoint and authorise an agent(s) ("Agents") to assist us to recover and/or collect all or part of the sums due and payable from you to us under these Terms and Conditions.
- aa. In such event, we will inform you and/or the Cardholder and you and/or the Cardholder agree to comply with the impact and consequences of such appointment vis-à-vis your rights and obligations under the Terms and Conditions.

#### Certificate of indebtedness

- bb. Save for fraud or manifest error, you and/or the Cardholder agree that a certificate of indebtedness issued by us or any authorised officers of ours is conclusive and binding on you and/or the Cardholder (as the case may be). We will treat and admit such amount of indebtedness as conclusive evidence against you in any legal proceedings or otherwise.

#### Disclosure of information

- cc. To the extent permitted by law, you and/or the Cardholder agree and consent that we may collect, record, hold, store, use, process and/or disclose any information, document, or data provided by or relating to you and/or the Cardholder for any purpose we deem fit, including but not limited to:
  - i. persons/organisations required under law or in response to government requests;
  - ii. related, subsidiaries, holdings of Paydee, including future entities of Paydee;
  - iii. auditors, accountants, legal representatives of Paydee;
  - iv. contractors, sub-contractors, affiliates, agents, representatives, consultants of Paydee;
  - v. third party service/product providers;
  - vi. persons under a duty of confidentiality to Paydee; or
  - vii. any other party as required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities.

#### Anti-Bribery and Anti-Corruption

- dd. You shall:

- i. comply with all applicable laws, regulations, codes, sanctions relating to anti-bribery and anti-corruption;
- ii. have and shall maintain in place adequate anti-bribery policies and procedures and will enforce them where appropriate;
- iii. represent, warrant, and agree that neither you nor any person or entity acting on your behalf or under your control or direction will make any payment, offer to pay, promise to pay, or authorise, or act on furtherance of, any payment or exchange of money or anything of value, directly or indirectly, to any government official or regulatory authority and/or third party and/or any person in order to obtain or to seek any approvals, licenses, advantages and/or any benefits of yours and/or Paydee;
- iv. promptly report to us any request or demand for any undue financial or other advantage of any kind received in connection with the performance of these Terms and Conditions; and
- v. ensure that you and your employees, staff, agents, representatives and your operations personnel shall comply with the duties and obligations under this Clause.

- ee. Notwithstanding any other provisions to the contrary, we shall be absolved from all responsibility pertaining to your breach or suspected breach of any relevant to anti-bribery and anti-corruption laws.

#### Recording of tele-conversation

- ff. You and/or the Cardholder agree and consent that we may record any tele-conversation made between you and/or the Cardholder and us. Such tele-conversation may be used for any purpose we deem fit, including but not limited to being conclusive evidence of what has transpired between you and/or the Cardholder and us.

#### Provision of information

- gg. You and/or the Cardholder will immediately provide us with any information or documents as we may request from time to time in our sole and absolute discretion, as we deem fit.

#### Time of essence

- hh. Time shall be deemed to be the essence of these Terms and Conditions.

## Appendix 2: Definitions

Account Limit	the aggregate Credit Limit available for all the Cardholders under the Main Account.		all subpages thereof, excluding links or hyperlinks to external sites, or backup sites), operated, owned, and/or to be owned and/or operated by Paydee for purpose of amongst others administering and managing the Main Account and Sub-Accounts.
ATM	means Automated Teller Machine, a computerised machines administering cash dispensing and other banking services and facilities designated for the use of the Cardholder.	Payment Due Date	means 20 calendar days from the date of Monthly Statement ("Due Date") (and inclusive of the Grace Period, if applicable) which the Outstanding Balance that is due and owing to Paydee must be made by you and/or the Cardholder.
Authorised Person	means any person authorised by you by way of a letter of authorisation, board resolution or any other similar document for purposes of liaising, communicating, providing or accepting Communication to and/or from us.		Grace Period means a period of 4 calendar days after the Due Date, if the Due Date falls on a weekend or public holiday.
Billing Cycle	means the monthly cycle which all transactions, Outstanding Balance, Finance Charges or other related charges or fees incurred using the Card as recorded by us and indicated in the Monthly Statement.	Paydee For Business Account Termination	Paydee For Business Account Termination means the cessation of all services, including both Card and Payment Acceptance services, provided to the business.
Business Day	a day, not being a Saturday, Sunday or a public holiday, which the banks in Selangor are open for business.	Recurring Service	means the auto-billing service which the Cardholder has registered with us or the merchant in relation to payments due to the merchants under which the Cardholder authorise us to auto-debit the Card of such amount for purposes of making recurring charges to the merchant on a monthly basis or at other intervals as instructed by the Cardholder.
Card	means physical or virtual payment card issued or to be issued by us and managed through the Main Account and Sub-Account, and include any replacement card or card that has been renewed.	Regulatory Authority	means any competent regulatory, enforcement, government or similar authorities having jurisdiction over you, the Cardholder or Paydee, including but not limited to the Central Bank of Malaysia and Visa.
Cardholder	means your employees, contractors, directors, representatives, officers, agents or other individuals whose name appears on the Card, upon your consent and/or authorisation to hold and use the Card.	Schedule	Schedule means the document issued by Paydee that specifies the commercial terms, fees, limits, and configurations for the services, including the Card and Payment Acceptance services, which is incorporated into and forms an essential part of this Agreement.
Card Limit	the limit which we or you have assigned to each Cardholder for the use of the respective Card.	Sub-Account	The account in the Cardholder's name, for purposes of recording transactions, including the Outstanding Balance and Finance Charges made via the Card.
Flex	a service provided by our related company, Paydee Nura Sdn Bhd ("Paydee Nura"), at its sole and absolute discretion. Flex enables you to make payment to approved suppliers in Malaysia.	You, your	Means the company applying or have applied for the Card to be issued to the Cardholder.
Main Account	means the account in your name, encompassing all Sub-Accounts, for purposes of recording transactions, including the Outstanding Balance and Finance Charges made via the Cards.	Visa	means VISA International Service Association, a corporation incorporated in the State of Delaware, United States of America with its registered office at 900, 901, 800, Metro Center Boulevard, Foster City, CA 94404-2172, United States of America or any of its relevant related company.
Monthly Statement	means a statement issued by us in respect of the Card stating, amongst others, the Outstanding Balance for the relevant Billing Cycle.		
Outstanding Balance	means the outstanding balance or amount incurred by the Cardholder as specified and stated on the Monthly Statement, including fees or charges, due and owing by you and/or the Cardholders to us.		
Paydee, we, us, our	means Paydee Sdn Bhd (Company No.: (200501007471 (684518-T))), a company incorporated in Malaysia with its registered office at Level 1 Synergy 9, 9 Jalan Kajibumi U1/70 Temasya Glenmarie 40150 Selangor.		
Portal	means collectively the Apps (a mobile application on iOS and/or Android) and Website (a website and		

### Appendix 3: Event of Default

#### *Minimum Payment, Account Limit and Card Limit*

1. If you and/or the Cardholder fail or in default of the payment of Minimum Payment or any sum (including but not limited to, Finance Charges, late payment charges) due and owing from you and/or the Cardholder to us.
2. If the Cardholder exceeds the Account Limit or Card Limit.

#### *Compliant with the Terms and Conditions*

3. If you and/or the Cardholder fail to comply or it is illegal, impracticable or impossible for you and/or the Cardholder to comply with these Terms and Conditions or any other applicable terms and conditions, rules, or regulations that we may impose on you and/or the Cardholder.
4. If we have reasonable grounds to believe that you and/or the Cardholder are or will be unable to perform the obligations under these Terms and Conditions or any other terms and conditions, rules, or regulations that we may imposed upon you and/or the Cardholder.
5. If the Cardholder use the Card for fraudulent, unlawful, suspicious, abnormal or illegal activities, including but not limited to, online gambling or betting activities or if we have reasonable grounds to believe or suspect such.
6. If the Cardholder use the Card other than for the intended purposes of commercial purchases or for reasons unacceptable to us.

#### *Provision of information*

7. If you and/or the Cardholder has provided any information, data, statements, representations and/or warranties that is incorrect, inaccurate, untrue or misleading or if we have reasonable grounds to believe or suspect so.

#### *Legal proceedings and bankruptcy*

8. If any investigation, legal proceedings, suits, actions or similar actions of any kind (whether in or outside of Malaysia) are instituted by or against you and/or the Cardholder.
9. If you are dissolved, wound up, or subject to similar proceedings or petition of the same.
10. If a meeting of creditors is or will be called or if you have entered into a composition or arrangement with your creditors.
11. If you or the Cardholder is or will be a declared bankrupt or winding up, or subject to similar proceedings or petition of the same.
12. If a judicial manager, receiver, trustee, liquidator or similar officer is appointed for all or any part of you and/or the Cardholder's assets.
13. If you are or become unable to pay within the meaning of the Malaysian Companies Act 2016.

#### *Miscellaneous*

14. If the Cardholder leaves or migrates out of Malaysia or become a resident of other jurisdictions.
15. If you and/or the Cardholder has indebtedness with us or our related companies.
16. If you and/or the Cardholder have breached the terms and conditions or agreement of other products or services offered by us or our related companies.
17. If you and/or the Cardholder has terminated or cancelled the products or services provided by us or our related companies.
18. If there is a material or substantial change in the nature of your business.

19. If we take the view that your and/or the Cardholder's financial position has become unsound or impaired.
20. If you and/or the Cardholder are unable to be located or contacted by us for more than 30 calendar days via the last known address in our records.
21. If you and/or the Cardholder has breached any applicable laws or regulations, whether within or outside of Malaysia.
22. If under the instructions, rules, regulations or order of the Court of a competent jurisdiction or Regulatory Authority, we are not permitted to issue the Card and/or provide the related services to you and/or the Cardholder.
23. If a judgment debt obtained against you and/or the Cardholder remains unsatisfied for 7 calendar days.
24. If the Cardholder goes to AKPK (Agensi Kaunseling dan Pengurusan Kredit) for assistance.
25. If the Cardholder becomes insane or die.
26. If the Cardholder has terminated or resigned from its employment with you, or we have reasonable grounds to suspect or believe such.
27. If you cease to authorise or consent to the Cardholder's use and/or hold of the Card.