

AirAsia ezpay Passport Multi FX Prepaid MasterCard - Cardholder Agreement

This document is the contract between you, the Cardholder and Tune Money Sdn Bhd (“**Tune Money**”), the Issuer of the AirAsia ezpay Passport Multi FX Prepaid MasterCard (“**AirAsia ezpay Passport**”), and contains the terms and conditions governing the use of the AirAsia ezpay Passport (which may include but are not limited to the Financial Services Act 2013, Bank Negara Malaysia Foreign Exchange Administration Rules, Unclaimed Moneys Act 1965 (revised 2002) (UMA) and provisions of the Anti-Money Laundering and Counter Financing of Terrorism Act 2001) which are binding on you.

These terms & conditions shall be applicable and binding on all types of ‘Multi FX’ Prepaid MasterCard products issued by Tune Money including the AirAsia ezpay Passport and Multi FX Prepaid cards co-branded with our respective partners.

Please also note that additional terms and conditions may apply, if applicable, to the other “EzPay Passport” branded Prepaid MasterCard products and/or co-branded Multi FX Prepaid MasterCard and services offered thereunder. The terms and conditions for those respective products will be informed to you from time to time and you will be bound by them in addition to the terms and conditions stated herein.

The AirAsia ezpay Passport is a MasterCard prepaid card with payment functions and multiple Wallet(s) that can be used worldwide wherever a MasterCard card is accepted, subject to the terms and conditions of this Agreement.

Definitions

To simplify this Agreement for you, the following definitions will apply:

“**Agreement**” – means this Cardholder Agreement;

“**AirAsia**” – means AirAsia Berhad, Tune Money’s affiliate and strategic business partner;

“**Annual Fee**” – means the yearly fee for the continued services of the Card;

“**ATM Withdrawals**”, “**ATM Transactions**” or “**Cash Withdrawals**” – means transactions referring to the withdrawal of cash from the Card Account, whether via Automated Teller Machines or over-the-counter channels;

“**Available Balance**” – means the actual amount of funds available at any time for usage on your Card Account or the respective Listed Currency Wallet, as the case may be;

“**Card**”, “**AirAsia ezpay Passport**”, “**AirAsia ezpay Passport Multi FX Prepaid MasterCard**”, or “**Multi FX Prepaid MasterCard**” – means the prepaid payment card marketed as the “AirAsia ezpay Passport” bearing the name MasterCard and/or service mark of MasterCard issued by Tune Money pursuant to this Agreement and any substitution, replacement and/or renewal thereof;

“**Card Account**” – means your Card account designated, maintained and operated by Tune Money in relation to your Card, which comprise one or more Wallets;

“**Card Limit**” or “**Purse Limit**” – means the maximum amount of funds that can be topped up to your Card Account at any time and retained in your Card Account for usage;

“**Cardholder**” – means you, an individual who has personally applied for and has been granted and issued the Card by Tune Money;

“**Card Transactions**” – means transactions referring to any retail or online purchases made with or on the Card;

“**Default Exchange Rate**” means the Preferred Rate and any margin determined by Tune Money;

“**E-money**” – means the electronic money associated with your Card, a scheme for the issuance of electronic money (‘e-money’) as a designated payment instrument under the provisions of the Financial Services Act 2013;

“**ID documents**” – means your personal identification documents that we may request from you from time to time,

“**Initial Top-up Amount**” – means the initial top-up amount that you are required to load onto your Card Account for the first time before you can start using and transacting with the Card as specified by Tune Money;

“**Issuer**”, “**Tune Money**”, “**we**”, “**us**” and “**our**” – means Tune Money Sdn Bhd, the issuer of your Card or anyone we assign our rights to;

“**Joining Fee**” – means the application processing fee that you need to pay when you apply, sign up and register for the Card;

“**Listed Currency**” – means one or more currencies listed under the list of currencies in our Website;

“**Listed Currency Wallet(s)**” – means one or more Wallets loaded with or holding the respective Listed Currency;

“**Merchant**” – means a retailer, or any other person, firm or corporation that accepts cards which displays the MasterCard acceptance symbol;

“**Non-Listed Currency**” – means any currency that is not a Listed Currency;

“**Online Account Management Portal**” – means the online portal at the Website where you can register, activate, access, set and edit your Card Account (including but not limited to your basic account preferences, your personal particulars, your notification preferences, optional subscription services and more), view Available Balance and Transactions details, block your Card, and interact with Tune Money’s customers service;

“**Preferred Rate**” means the indicative prevailing rates displayed on the Website which the customer can choose to convert his Malaysian Ringgit Wallet to any of the Listed Currencies;

“**Think Big**”, “**Think Big Digital Sdn Bhd**”, “**BIG**” or “**AirAsia BIG**” - means Think Big Digital Sdn Bhd, an affiliate of Tune Money and the owner and operator of the BIG Loyalty Program;

“**Top-Up Channels**” - means designated channels or centers (as appointed and authorized by Tune Money) for the Cardholder to make the initial top-up and/or subsequent top-ups to the Card;

"Transaction(s)" – means all transactions effected through the use of the Card, including but not limited to, retail transactions, online transactions, recurring transactions and other transactions, such as ATM withdrawal, reload transactions and others;

"Transfer Channels" - means designated channels or centers (as appointed and authorized by Tune Money) listed in the Website;

"Wallet" – means the separate account within the Card Account that is loaded with and holds one Listed Currency;

"www.airasiaezpay.com", "Website", "AirAsia ezpay Prepaid Portal", "Portal" or "the Site" means the AirAsia ezpay Passport website and portal operated and hosted by Tune Money;

"You", "your", "yours" or "customer" – means you, the Cardholder.

Introduction

By applying for the Card and/or by retaining, using or authorizing the use of the Card, you warrant and represent that:

You are at least eighteen (18) years of age; you are a Malaysian citizen or a Malaysian permanent resident; all of the personal information provided by you to us is true, correct and complete; you acknowledge and agree that in order for us to provide you with the services, benefits, offers and privileges related to the Card, to manage your Card and Card Account, to facilitate the use of your Card and the processing of any transaction effected or to be effected through the use of your Card, the sharing, transfer, retrieval, updating and processing of your personal information as well as the creation of member profiles and user accounts and updating of personal details may occur between Tune Money, our subsidiaries, associates, related corporations and affiliates (including but not limited to, Think Big and AirAsia), our licensees, assignees, proposed assignees, agents, vendors, service providers, merchants, strategic partners, commercial partners, third party contractors, any regulatory authorities (including Bank Negara Malaysia and such other authorities or bodies having jurisdiction over us), payment network operators, and any other parties engaged by us to enable or assist us in the provision of services to you or to exercise or enforce our rights hereunder and/or any other party whomsoever as we may, to the extent at our sole and absolute discretion deem fit and necessary, within and beyond Malaysia, as stated in our Privacy Notice and you have consented to the same; and that you have read, understood and accepted all the terms and conditions contained in this Agreement and in connection with the use of the Card, and that they are legally binding on you.

Applying for the Card

The Card is only available for those who are aged 18 years and above, and who are Malaysian citizens or Malaysian permanent residents. You may apply for the Card either online at our Website or offline at any of our authorized sales channels.

When you apply for the Card, you must provide all the information as required by us during the registration process, accept the Terms and Conditions of the Card and pay the Joining Fee in order for your application to be successfully processed. You will also need to load the Initial Top-Up Amount onto the Card. We will not process any application or mail or deliver your Card to you if the Joining Fee has not been paid by you or received by us. A credit refund of the Joining Fee will be made into your Card Account upon the Initial Top-Up Amount being loaded onto the Card. The payment of the Joining Fee can be done online at our Website or offline over the counter at our authorized sales channels (if you have applied for the Card offline) or Top-Up Channels. If you do not pay the Joining Fee (whether via online or offline channels) within the stipulated time period as specified by us, we shall treat your application as an invalid and void transaction, and you will then have to make a new application for the Card. We advise you to retain your payment confirmation or receipt (as may be applicable) as proof of your payment of the Joining Fee.

Each Cardholder is entitled to one type of AirAsia ezpay Passport Multi FX Prepaid Card issued by Tune Money. We reserve the right to reject, terminate and/or decline your Card application at our sole and absolute discretion and/or if our records show that you have had a bad card account with us in the past in relation to ANY type of prepaid card issued by Tune Money or if any of your previous prepaid card(s) or prepaid card account(s) issued by Tune Money has been monitored by us due to unusual, irregular, suspicious, fraudulent and/or unauthorized activities or suspected misuse, or has been blocked, cancelled or terminated by us in relation to the same. We may refuse, decline and reject applications by any customer who has been blacklisted by us, Bank Negara Malaysia (or any other regulatory authority) or the relevant card payment networks. Whilst the application for the Card is open to all customers, we reserve the right to reject ANY application for the Card and/or to decline to issue a Card at our sole and absolute discretion without assigning any reasons whatsoever, and our decision shall be final and conclusive.

All of the personal information provided by you during the application for the Card will be deemed as true, correct and complete, and Tune Money shall not be held liable nor responsible for any error or omission made by you, which may result in any loss suffered by you, card cancellation or any other financial discrepancies or losses on your Card Account. In the event we find that you have created a forged application or used forged data or documents in your application for the Card, we shall block, cancel or terminate your application or Card immediately without any prior notice to you, and we shall be entitled to retain any balance of funds in your Card Account (including the Joining Fee) and we shall not be held liable for any loss or damage suffered by you for the same. We shall further be entitled to take any action against you as may be deemed necessary or as may be required under governing laws or by the relevant governing authorities, including reporting you to the relevant governing authorities.

Fee and Charges

By entering into this Agreement, you agree and undertake to pay all fees arising out of and in connection with the use of your Card pursuant to this Agreement, which includes amongst others, Joining Fees, Annual Fees, Account Service Fee, Currency Conversion fee, Cross Border transaction fee, ATM withdrawal fee, replacement card fee, charges for Sales Draft Retrieval, charges for Hardcopy Statement, charges for SMS Alert, charges for load or reload of value, administration fee and such other fees and charges related to the Card as we may prescribe from time to time. We reserve the right to revise such fees or to charge additional fees (if applicable) for new services (which are optional) which may be offered by us from time to time. All fees paid to or in connection with the Card to us are non-refundable under any circumstances whatsoever. In addition, if we are unable to charge any applicable fees on the Card (including, but not limited to, Account Service Fees for dormant or inactive accounts for a particular month) due to the fact that there is no balance of funds on the Cardholder's Card Account for that particular month, then we reserve the right and shall be entitled to retrospectively charge those said applicable fees upon or once the Cardholder's Card Account has been topped up and has sufficient balance of funds.

For full details of the fees and charges applicable for the Card, please refer the Fee & Charges schedule on our Website and/or as attached together with your Card mailer when you receive your Card.

The Listed Currency

We may at our sole discretion add, remove, suspend or block any of the Listed Currencies on our Website. The currencies available currently are Malaysian Ringgit, US Dollars, Singapore Dollars, Pounds Sterling, Australian Dollars, Euro, and Japanese Yen.

Card Limit

The Card Limit is the maximum amount of money that can reside in your Card Account at any point of time. The Card Limit may vary according to the prepaid card product type that you have applied for. You cannot load or top up funds in excess of the Card Limit that has been stipulated for the Card and approved by us for you.

To enable us to process and approve your Card and the Card Limit of RM10,000, you must first submit certain documents to us, including but not limited to, for example: a copy of your ID documents, a copy of the proof of your residential address, your mobile phone bill, utility bill or bank statements and/or any other type of document that we may request for from time to time. If you refuse to provide us with any of the documents that we have requested for, we may cancel, reject or terminate your application.

At all material times the approval of your application is subject to our sole and absolute discretion. Further, we may at any time at our sole discretion ask you for additional documents or any form of identity verification should we need to and/or before processing your application. If you refuse to provide us with such documents, we may cancel, reject or terminate your application.

Applications without the Joining Fee payment (or ID Documents for the RM10,000 Card Limit and/or as may be requested by Tune Money from time to time) will not be processed or approved until they have been received and/or verified by Tune Money. Tune Money reserves the right to approve or decline any applications for whatever reason(s) at our sole and absolute discretion, and such decisions shall be final and conclusive.

Preferred Name on Card

You can choose your preferred name to be embossed on the Card, but the preferred name must be similar to or as close as possible to your own name as shown on your personal identification documents. You cannot select someone else's name to be put on the Card or any other name that may infringe any third party's intellectual property. We reserve the right to reject or cancel your application if you select a third party's name or a name that is vastly different or not similar to your own name to be personalized on the Card.

Delivery of the Card

Once approved and processed, your Card will be delivered to you within fourteen (14) working days after we have received your payment of Joining Fee (and supporting ID documents, if applicable or as requested by us). Please ensure you have stated the current and correct mailing address in your application details to avoid your Card being sent to the wrong address. We shall not be responsible in the event of any error in your application or if you have keyed in wrong mailing address details or if you have not received your Card due to the fact that the mailing address details given by you are wrong, inaccurate, not up to-date or not complete. We shall further not be responsible if we have sent your Card to the mailing address as stated in your application details and in our records but you have not received your Card. You must have a mailing address in Malaysia to enable us to process and approve your application. Mailing addresses outside Malaysia and addresses bearing P.O. Box numbers will be rejected and we will not process or approve such applications.

In exceptional cases, and on a case-to-case basis, if your Card is returned to us, and you thereafter wish to collect your Card directly from us, you may do so (upon our notification and arrangement for a suitable date and time) but you must bring along your original identification documents for Card collection purposes. Only you, the Cardholder (as named on the Card and in the application details) can personally collect your Card.

Once you have received or collected your Card, you must sign the signature panel on the back of the Card. But whether you sign the Card or not, you are fully responsible for complying with all the terms and conditions of this Agreement and you shall be

bound by them in connection with your use of the Card. We shall further not be responsible nor liable to you for any discrepancy between the signature appearing on the Card and the corresponding sales slip or if for any reason(s) any transaction conducted with the Card is not accepted. You agree and understand that any discrepancy between the signature appearing on the Card and the corresponding sales slip shall not by itself be a ground for disputing the validity of the sales Transaction.

Activation of the Card

You must activate your Card first before you can use it.

Listed Currency Wallets in relation to your Card Account

Listed Currency Wallets will be created for you when the Card Account is set-up. If we introduce more than seven (7) Listed Currencies, take note that only eight (8) Wallets can be active at any one time and the Malaysian Ringgit Wallet shall always be the base currency of the Card.

The Loading of Funds to the Card and Conversion to other Listed Currency Wallet(s)

The loading of funds to the Card Account can only be made in Malaysian Ringgit. You must convert the Ringgit Malaysia Wallet to the respective Listed Currency Wallet before a Transaction can be made in that respective foreign currency. Transfers can be made via the Transfer Channels (i.e. via Website, Consumer Experience Centre (“CEC”), Interactive voice response (“IVR”).

In respect of any conversion to a particular Listed Currency Wallet, the final rate of conversion will be dependent on the Preferred Rate at the time of the final transfer by the Customer and this rate may differ from the rate that the Customer may see at the time of enquiry. Please note the Preferred Rate applied at the execution of the conversion request from the Ringgit Malaysia Wallet to the respective Listed Currency Wallet may differ from the last rate communicated and accepted by you, as the Preferred Rate is an indicative rate.

Once you have converted your Ringgit Malaysia Wallet to a Listed Currency, you cannot reverse or undo the said conversion. >

Notwithstanding the above, Tune Money reserves the right to block, suspend or decline any request for conversion to Listed Currency at its sole and absolute discretion.

Validity

The Card is valid for five (5) years] as stated on the face of the Card (“**Validity Period**”). After the Validity Period, you will be issued with a new Card unless otherwise instructed by you or as otherwise determined and/or declined by us. Issuance of a new Card to you upon expiry shall be subject to your previous Card having a minimum balance of RM50 and/or a retail transaction in the last six (6) months prior to expiry of the Card Without prejudice to the foregoing, the renewal of a new Card by us for you upon the expiry period shall be at our sole and absolute discretion. We may decline any renewals or requests for replacement Cards at our sole and absolute discretion, and our decision shall be final and conclusive.

Use of the Card

Once the Card is activated and you have topped-up the Card with funds, you may start to use the Card to purchase goods and services worldwide anywhere a MasterCard card is accepted and also to access cash at ATMs or financial institutions displaying the MasterCard name and/or logo. Each time you use the Card to purchase goods or services, you authorize us to deduct your funds from your Card Account.

The Card is non-transferable and shall only be used exclusively by you as the Cardholder. Your Card shall not be pledged by you as security for any purpose whatsoever. You shall not give the Card or your Card Account number to other third parties or allow them to use it for charges, identification or any other purpose. If you do so, you will be liable for all charges made with the Card as a result thereof.

The Card has a maximum purse limit based on the Card Limit approved for you. Your Card usage is **limited** to a **maximum of the wallet size** of the respective Card Limit. If you opt for any optional services provided by us (if applicable), then you may have to maintain a minimum amount as specified in connection with the use of those services

You should frequently review your Card Account to check and verify your Available Balance before using your Card. You must always ensure that there are sufficient funds in your Card Account and the respective Wallet to pay for each Transaction and to cover the total amount transacted on your Card Account, including purchases, recurring transactions, cash withdrawals, fees and other charges. In the case of recurring declined Transactions, you would have to make your own arrangements for payment with the recurring merchant. If you have not paid any of the fees (as may be applicable), your Card cannot be used and we will be entitled to block, suspend and/or terminate your Card account.

Without prejudice to the above, we shall not be responsible for the refusal of any Merchant or member institution of MasterCard to honor or accept your Card.

All Transactions conducted with your Card will only be reflected and posted to your Card Account after they have been submitted by the respective merchant/acquiring bank and processed by the payment network to Tune Money.

Transactions

Transactions will be approved and charged to the relevant Listed Currency Wallet(s) only if there is sufficient balance to cover the transaction value in the relevant foreign currency plus cross border fees, cross currency fees, and ATM withdrawal fees

(whichever applicable). All multi-currency Transactions charged to any of the Listed Currency Wallet will attract a Cross Border charge as approved by Bank Negara Malaysia.

Should any of the Listed Currency Wallets go into a debit balance, Tune Money will have the right to recover the debit balance by transferring balances from any of the other Wallet(s) at its own discretion.

With respect to the use of the Listed Currency(s) in the Wallet at point of sale for all Transactions on your Card, the same will be administered in accordance with the phases as listed below (i.e. Phase 1, 2 or 3). At any given point of time, your Card will be in any one of the 3 phases listed below. These phases will be introduced by Tune Money over a period of time at Tune Money's determination and the designated phase at any given point of time will be stated on the Website.

As such, if the total amount in your Card account or the respective Wallet is insufficient, your Transaction will be treated in accordance with the phase your Card is in at that point of time of the Transaction:

Phases:

Phase 1: "Single Listed Currency":

In respect of transaction restricted to payment with one Listed Currency only

1. In respect of Single Listed Currency, the Transaction will only be approved if there is sufficient balance in the relevant Listed Currency Wallet which holds the same foreign currency as the Transaction made ("**Relevant Wallet**").
2. If there is insufficient balance in the Relevant Wallet, the Transaction will not be charged to any other Listed Currency Wallet even if there is sufficient balance in the other Listed Currency Wallet and the Transaction will be declined.

Phase 2: "Dual Listed Currency":

In respect of transaction restricted to payment with two Listed Currencies only

1. In respect of the Dual Listed Currencies, the Transaction will be approved if there is sufficient balance in the relevant Listed Currency Wallet which holds the same foreign currency as the transaction made.
2. If there is insufficient balance in the Relevant Wallet, the full amount of the Transaction will be charged to the Ringgit Malaysia Wallet provided that there is sufficient balance in the Ringgit Malaysia Wallet to cover the Transaction amount and related charges.
3. If there is insufficient balance in either the Relevant Wallet or the Ringgit Malaysia Wallet to cover the Transaction amount and related charges, the Transaction will not be charged to any other Listed Currency Wallet even if there is sufficient balance in the other Listed Currency Wallet and the Transaction will be declined.

Phase 3: "Multiple Listed Currencies":

In respect of transaction without payment restrictions

1. The Ringgit Malaysia Wallet shall always be the default Wallet. You may choose the order of priority in respect of the Listed Currency Wallets which will be debited ("**Order**") for the payment of the Listed Currency transaction. In the event that you have not made a choice in respect of the Order, Tune Money will decide the Order for you in the following manner, i.e. Ringgit Malaysia, Japanese Yen, Australian Dollars, Pounds Sterling, Euro, US Dollars and Singapore Dollars. Notwithstanding the above, Tune Money may change the Order at its sole and absolute discretion from time to time.
2. In respect of Multiple Listed Currencies, the Transaction will be approved if there is sufficient balance in the relevant Listed Currency Wallet which holds the same foreign currency as the transaction made.
3. If there is insufficient balance in the Relevant Wallet, then the residual amount of the Transaction will be recovered from the Listed Currency Wallet that is sufficient to cover the remaining balance in whole of the Transaction amount. Failing which, the Transaction will be approved if the balance of any other Listed Currency Wallet(s) or the combined balance of any two or more Listed Currency Wallets is sufficient to cover the Transaction amount and related charges.
4. Tune Money shall apply the Default Exchange Rate to convert the Transaction amount.

In respect of any Non-Listed Currency transaction

In respect of any Non Listed Currency transaction, the Transaction will be charged to the Malaysian Ringgit Wallet only (provided that there is sufficient balance). MasterCard will convert the Transaction into the Malaysian Ringgit equivalent at the conversion rate as determined by MasterCard as at the date it is processed by MasterCard. If the Malaysian Ringgit Wallet is insufficient, then your Transaction will be treated in accordance with the phase your Card is in at that point of time of the Transaction as stipulated above under the header "**Phases**". Tune Money shall apply the Default Exchange Rate to convert the Listed Wallet to Malaysian Ringgit.

Reloading of Value to the Card ("Top-up to the Card")

Additional value may be topped up to your Card subject to the limitations or maximum Card Limit as may be applicable. We may, from time to time, at our sole discretion or as may be deemed necessary, impose limits on the amount that can be topped-up on the Card Account or a minimum top-up amount for each top-up transaction or as may be required by law. You cannot top-up your Card in excess of the maximum Card Limit which has been stipulated and approved for your Card. We shall not be responsible or held liable for any disputes (or loss) in relation to any excess funds if you attempt, have attempted or actually topped-up in excess of the maximum Card Limit, and we reserve the right to take any action that we

may deem necessary, including blocking, suspending and/or terminating and cancelling your Card if we find you have persistently attempted to do so, despite the Card Limits stipulated for the Card.

In the event of any excess funds reloaded by you, we will either refund the excess amount by cheque or by depositing it into your bank account (provided you have given us your bank account details) or via other channels as determined by us or credit the same back into your Card Account if your balance has dropped sufficiently at our sole and absolute discretion and in accordance with our internal company policies. Note that even if you have topped up your Card account in excess of the Card Limit, you can still only transact and use the Card up to the maximum of the Card Limit that we have approved for you.

Notwithstanding and irrespective of the above, we reiterate and remind you that you can only reload and top up your Card subject to the limitations or maximum Card Limit(s) that have been stipulated, approved and/or imposed by us, and we reserve the right to take any action as we deem necessary or even terminate and cancel your Card in relation to non-adherence of the same. In addition, we reserve the right to debit your Card for any funds which have been topped up to your Card in excess or erroneously.

All reloads and/or top ups of funds shall not be considered to have been made until all relevant funds have been received and processed as good value by us. Reloading of additional value to the Card may be delayed until we have received and processed the actual payment. During such delay, the amount transferred will not be available for you to use. We reserve the right to accept or reject any request to add additional value to the Card or any reload and top-up made onto the Card. Load/service fees are applicable and chargeable by our authorized reload agents.

All top-ups to the Card must be done in Malaysian Ringgit. For all our available Top-Up Channels, please refer to our Website for details. Our Top-Up Channels are not exhaustive and may change or be replaced from time to time. For Top-Up Channels operated by our authorized agents or partners, please note that a fee may be levied by the respective agents or partners. You may check with the respective agents and partners for the applicable top-up fees charged by them or alternatively you may refer to our Website.

We reserve the right to suspend, revoke and/or block any reloads or top-ups to your Card which we discover and/or which we have been informed by any third party (including the police, Bank Negara Malaysia, MasterCard, VISA and other banking institutions or other relevant parties) to be irregular, suspicious, illegal or unauthorized, and we shall be entitled to take any action against you as may be deemed necessary for such transactions, including blocking, suspending and/or terminating your Card and Card account.

Online Account Management Portal

You will be solely responsible for your own personal Card account settings, and Tune Money shall not be held liable for any errors or losses incurred or suffered by you as a result of any personal settings or information set or keyed in by you.

Card

Your Card is and shall at all times remain our property and shall be surrendered to us immediately upon our request and may be repossessed by us at any time. By applying for and subscribing to the Card and/or by retaining, using or authorizing the use of the Card, you agree and undertake:- (a) not to use the Card to purchase illegal goods or services or to use it for any unlawful and/or fraudulent activities; (b) to promptly notify us of any loss or theft of the Card; and (c) to abide by and to only use the Card strictly in accordance with the terms and conditions of this Agreement.

You cannot use your Card for business and/or commercial purposes which are deemed to be unacceptable by us and we shall be entitled to block the authorization for the use of the Card for such activities.

If the Card is used in a manner other than as permitted by this Agreement, to the extent permitted by law, we may, at our option and without waiving any of our rights, recognize the Transactions and debit or credit the Card accordingly. Any online betting and/or gambling activities are prohibited and you agree that we do not owe you any duty and/ or obligation whatsoever to monitor and block the use of the Card for any unlawful activities. If we do find that your Card has been used for unlawful or fraudulent activity, we shall be entitled to suspend, block and/ or terminate the use of the Card or any Transaction conducted immediately without prior notice to you. Notwithstanding the above, Tune Money reserves the right to block, suspend or decline any Transaction at its sole and absolute discretion.

Cardholder

The Cardholder is the individual who personally applies for and has been issued the Card. As a Cardholder, you will be able to transact at all designated MasterCard merchants worldwide, make retail purchases at locations displaying the MasterCard acceptance mark, carry out online transactions, top-up up your Card at our available Top-Up Channels, make ATM withdrawals at selected locations, access and view your Card Account balance and transaction history online at the Online Account Management Portal, and carry out all other functions associated with the Card.

Card Services and/or Products

We may from time to time introduce new services, offers or programs in relation to the use of your Card including but not limited to services, offers or programs that offer promotional items or other special terms as we may apply from time to time to a category of transactions. We will tell you of the terms and conditions of such services, offers or programs at the time of the introduction of the services, offers or programs (if any). The terms and conditions of such services, offers and programs are binding on you as if the same are contained here.

More than one service(s), offer or program may apply to your Card at the same time. We are entitled to introduce and terminate any such service, offer or programs from time to time at our absolute discretion.

SMS Alert Service

The SMS Alert service ("Alert") may be available for your Card, subject to your Card being in good standing and/or not suspended or blocked by us. Alert notifications will be sent via Short Message Service ("SMS") to you at our discretion based on pre-determined criteria as follows: (a) first card usage alerts; (b) transactions alerts, both local and overseas, above a certain value; and (c) suspicious or irregular transaction alerts. The Alert service is subject to the terms of your agreement with your mobile phone service provider. You shall ensure that your mobile phone and number are able to receive text messaging both in Malaysia and overseas, and you shall be personally responsible for any fee imposed by your respective mobile phone service provider.

Each Alert will not be encrypted and may include details pertaining to your Transaction(s). You are responsible for the security of your mobile phone. We shall not be liable in any way to you (or any third party) should any Alert be viewed or accessed by persons other than you, the Cardholder. We shall not be liable for any or all losses, damage, expenses, fees, costs (including legal costs on a full indemnity basis) that may arise, directly or indirectly, in whole or in part, from (a) the non-delivery, the delayed delivery, or the misdirected delivery of an Alert; (b) the non-receipt of an Alert; (c) inaccurate or incomplete content in an Alert; (d) reliance on or use of the information provided in an Alert for any purpose; or (e) any third party, whether authorized or not, obtaining your Card account information contained in the Alert by accessing your mobile phone.

An Alert does not constitute a record of the Card Account or Card Transaction to which it pertains. We do not assume any additional responsibility or obligation in respect of the use of, or any transaction or eventuality involving, the Card Account. The Alert service does not free you from the responsibility of safeguarding the physical security and authorized use of your Card or Card Account, and it does not entail that Tune Money will automatically be liable for any unauthorized Transaction(s) that may be charged to the Card Account. The SMS Alert service may be subject to a fee. Please refer to our Fee and Charges table on our Website for any charges that may be imposed for the SMS Alert service. The SMS Alert service may be subject to additional terms and conditions, please refer to our Website under the SMS Alert service feature for further details. Any additional terms and conditions applicable to the SMS Alert service shall be binding on you and shall apply in addition and not in substitution to the terms and conditions contained herein.

Disputed Transactions – Goods/Services

We are not responsible and shall not be liable for the goods and services purchased with your Card, whether at the Merchant's premises, written instructions sent by mail, email or facsimile, telephone order, online internet or any other means by which you have authorized the use of your Card for the purchase of goods and services. We are further not responsible for the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services (including any defects or deficiency in any goods or services) purchased by you from Merchants with your Card. All disputes involving the same should be addressed directly to the Merchants from whom the relevant goods and services were purchased. You agree to settle all disputes directly with the Merchant who honored your Card or the member institution of MasterCard concerned and you shall pay us all amounts required under this Agreement despite such disputes. You shall not be entitled to set-off or counterclaim against us or to withhold payment to us on account of such complaint or under any circumstances whatsoever in respect of your claim against the Merchant or the member institution of MasterCard. You shall not initiate any claim or take legal action against us for any claim you have against the Merchant or for any issues with regards the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services purchased by you from the Merchant. You should ensure that the transaction amount is correct before you sign the sales voucher or transaction records given to you by Merchants or a financial institution when you use your Card and before you enter your PIN or other identifying number or password at an electronic banking facility. By signing a voucher or transaction report or entering your PIN or other identifying number or password at an electronic banking facility, you indicate your acceptance that the transaction amount is correct. In addition, Tune Money reserves the right to block, suspend or decline any Transaction at its sole and absolute discretion.

Internet Transactions

If you use your Card to purchase goods and/or services through the online internet sites or portals, you shall be solely responsible for the security of such use at all times. You agree that the entry of your Card information on the internet shall be sufficient proof of the authenticity of such instructions. We are under no obligation to verify the identity or the authority of the person entering your Card information and we shall not be liable for acting on such use of your Card regardless of whether the person is authorized or unauthorized and regardless of the circumstances prevailing at the time of the transaction. However, we reserve the right not to process any such transaction over the internet if we have any reason to doubt its authenticity or if in our opinion it is suspicious in nature, unlawful or otherwise improper to do so or for any other reason. Notwithstanding the above, Tune Money reserves the right to block, suspend or decline any Transaction at its sole and absolute discretion. For all transactions processed via the two factor authentication mechanism, we shall not entertain any disputes from you with regards to the fact that you did not authorize or participate in the transaction nor will you be able to raise a chargeback claim for such transactions which have been processed under the two-factor authentication mechanism. In such cases of two factor authentication transactions, we will only allow chargeback due to no authorization, processing errors, service not rendered and other card acceptance violations as stipulated in the MasterCard card chargeback rules.

ATM Transactions and Personal Identification Number ("PIN")

For the purposes of effecting cash withdrawal using the Card at any ATM under the MasterCard payment network, we will provide you with a Personal Identification Number ("PIN"). The PIN will be issued and delivered to you via ordinary mail at the address provided by you during your registration for the Card and such delivery will be deemed effective on the 5th day after posting. The PIN is strictly confidential and you should never disclose the PIN to any person under any circumstances or by any means whatsoever. You should not keep any written record of your PIN at any place or in any manner which may enable a third party to have access to it and/or make use of your Card. Failure to comply with this requirement will expose you to the consequences of theft and/or unauthorized use of your Card, for which we will not be in any way be responsible or liable to you. You shall hold us free from all claims and liabilities from all parties whomsoever arising from the use of your PIN whether authorized or otherwise.

Disclosure of loss of PIN, or Loss, Stolen, or Unauthorized Use of Card

You shall be and remain liable to us for any goods and services supplied by the Merchants and cash withdrawals through the use of your Card whether or not you have authorized such usage. You shall use all reasonable precautions to prevent disclosure of the PIN to any unauthorized person or the loss, theft or unauthorized use of your Card.

In the event of disclosure of your PIN to any unauthorized person or the unauthorized use of your Card or your Card is lost or stolen, you must immediately call our Customer Care hotline to block your Card Account. We will block your Card upon receipt of your notification. You should then send a confirmation in writing to us. As a matter of prudence, we advise you to lodge a police report immediately to substantiate your claim.

We may at our discretion on a case-to-case basis ask you for a copy of the police report confirming the incident. If we do indeed require the police report, and you are not able to provide us with a copy, we may not be able to proceed with our investigations and we shall not be responsible or be held liable for any dispute or loss suffered by you in relation to any Transactions incurred from unauthorized usage of the Card. You shall be and remain liable for all Transactions incurred from unauthorized usage of the Card, where investigations made by us or the police reveal that you are a party in the procurement of any merchandise or service from the Merchants effected through the use of the Card by any unauthorized person. You shall be liable for such unauthorized Transaction before we receive written notification of the loss or theft. We may at our absolute discretion, resolve that your liability be limited to RM250 provided you have not acted fraudulently.

We shall not be responsible and shall not be liable for any Transaction as a result of the loss or theft or misuse of the Card, occurring twenty-four (24) hours prior to you reporting the loss or theft of the Card to us.

Without prejudice to our rights and notwithstanding that you may have exercised all reasonable precaution to prevent the loss or theft or unauthorized use of your PIN or your Card, and you have reported the loss or theft or unauthorized use thereof, you shall remain liable to us if you have acted fraudulently or if you were involved in the procurement of goods or services supplied by any merchant, cash advance or ATM transactions through the use of your Card by any person or if you have failed to inform us upon discovering that your PIN or Card has been lost or stolen or used for purposes unauthorized by you.

If you later find the lost or stolen Card, you shall not further use the Card but shall cut it into half and dispose of it immediately or return the same to us. Upon the loss or theft of your Card or upon discovery that an unauthorized person or persons have acquired knowledge of the PIN or use of your Card not authorized by you, you may request us to issue a replacement Card and we shall have the right at our sole discretion to accept or to refuse such request without having to assign any reason whatsoever. We are under no obligation to issue a replacement Card automatically following its loss or theft.

Any replacement Card will be subjected to a replacement card fee, unless waived by us at our sole discretion. If we approve your request for a replacement Card, and upon proper verification, we will issue a new Card to you with a new account number. The balance of funds from your previous lost or stolen blocked Card Account will be transferred to the new Card Account accordingly. If we do not issue you a replacement Card, the balance in your lost or stolen Card will be refunded to you (less any applicable fees and charges) after fourteen (14) business days via cheque or by depositing it into your bank account (provided you have given us your banking account details) or in any other manner in accordance with our internal policies. Tune Money will refund any available balances in Malaysian Ringgit only.

In the event your Card contains available balances in any of the Listed Currencies, the Listed Currency will first be converted into Malaysian Ringgit by Tune Money at the Default Exchange Rate.

Disclosure of Passwords, Unauthorized Access

If you wish to update your profile and personal data, including but not limited to, mailing address, contact details, phone numbers, email address, and other personal particulars, you may do so by logging-in to your Online Account Management Portal. We may from time to time first verify your identity through the security protocols established by us (and which may be changed from time to time at our sole and absolute discretion) before your profile and personal information can be updated. You shall at all times keep all your passwords and security codes, security questions, security answers (including but not limited to those used for verification and authorization purposes and for access into your Card Account) secret and you shall use all reasonable precautions to prevent disclosure of the same to any unauthorized person, or third party. We shall not be responsible and shall not be liable for any loss suffered or in relation to the Transactions on your Card Account (whether online at the Website or for any unauthorized Transactions on your Card), if you disclose any of your passwords, security codes, security questions, security answers or any of your personal details to unauthorized parties or third parties.

Cash Withdrawal Facility

You may obtain cash withdrawals of such amounts as may be decided by us at our absolute discretion from time to time by the following means:-

presenting your Card at MasterCard participating institutions together with evidence of your identification and signing the necessary transaction record; or using your Card at ATMs under the MasterCard payment network or the ATM of any other bank or institution carrying the MasterCard logo with whom we have an arrangement(s) for the use of the ATM of the said bank or institution, in which case the withdrawal shall be subjected to the withdrawal limit imposed by us or the bank, whichever is lower. Any withdrawal made outside Malaysia will be in the currency of that particular country or jurisdiction. For all international transactions via ATM and/or any member institution of MasterCard (where applicable), the exchange rates shall be the prevailing exchange rates which shall be determined by MasterCard and all such transactions shall not violate the laws existing in the country where the transactions are done. The use of your Card to obtain a cash withdrawal shall be deemed to constitute your agreement to pay all applicable fees and/or charges as prescribed from time to time. You cannot make ATM withdrawals in excess of the limits set by the respective ATM networks. If there is insufficient balance in the Listed Currency Wallet, then the said Transaction will be treated in accordance with the phase your Card is in at that point of time of the Transaction as stipulated above under the header "Phases". Notwithstanding the above, Tune Money reserves the right to block, suspend or decline any cash withdrawal transaction at its sole and absolute discretion.

Transaction History

A transaction history (i.e. Cardholder Statement) comprising of a statement detailing your account deposits, expenses, fees, payments, charges, Transactions, total account balance, Available Balance and all other relevant information with respect to your Card Account shall be available online when you log in to your Online Account Management Portal. The transaction history is only accessible at the Online Account Management Portal by the Cardholder by using her or her own user ID and password.

A hardcopy of the transaction history is available upon request via email to us. All issuance of hardcopies will be subject to a fee as determined by us.

All entries in the transaction history are deemed true and accurate unless you inform us of any error, exception, dispute or unauthorized transaction within forty (40) days from the date of the Transaction. If we do not receive any written notification from you concerning any error in the transaction history within the stipulated timeframe, the Cardholder Statement shall be deemed true, complete and accurate, and you shall then be deemed to have accepted the entries in the transaction history made up to the date of the last entry in the transaction history as final and conclusive.

In the event the investigations and verifications conducted by Tune Money reveal that the disputed Transaction(s) was (were) accurate, genuine and properly authorized by you, then you, the Cardholder shall be liable for all the disputed Transaction(s).

You, the Cardholder further agree to indemnify us, Tune Money against all other costs, expenses & charges that Tune Money may incur in the verification processes of the disputed Transactions.

Communication

We shall be entitled from time to time to contact you via electronic transmission (including, but not limited to email communication, telex, fax), short messaging services ("SMS"), or via telephone correspondence, and any other means of exchange communication in respect of, but not limited to, the confirmation of transactions, whether or not you transacted the same, status of your Card and Card Account, communication on promotions (and promotional items) for the Card, and for any other matters relating to the Card. The information in respect of any electronic transmission may be subject to certain time lags and/or delays. The features of any such notice may at any time be varied or discontinued by us, with or without notice, at our absolute discretion. Tune Money shall be entitled to send you offers, promotional and marketing materials with regards the Card from time to time.

Events of Default by Cardholder

We may suspend, block, revoke and/or terminate the Card and/or any of the services offered to the Cardholder with or without prior notice notwithstanding that we may have waived our rights on some previous occasion upon the occurrences of any or more of the following events, including but not limited to:-

if payment of any sum of money is due from you to us at any time under the Card Account; or if you use your Card for any unlawful activities such as online betting and/or gambling activities; or if you commit or threaten to commit a default or breach of any agreements, covenants, stipulations, terms or conditions set out in this Agreement; or if you have furnished false information, data or documents to us; or if in our absolute opinion, your Card Account has not been operated satisfactorily or used for fraudulent purposes; or if we have noticed irregular, suspicious or unauthorized activity on your Card; or if an event or events has or have occurred or a situation exists which should or might in our opinion prejudice your ability to perform your obligations under this Agreement; or if we in our absolute discretion refuse to issue a replacement card or renew your Card; or if we at our absolute discretion decide to block, suspend, cancel or terminate the use of your Card; or if you use your Card for business and/or commercial purposes which we deem not acceptable to be transacted using your Card. In such circumstances, we reserve the right not to refund any balance of funds existing in your Card Account and we shall be entitled to retain the same at our sole discretion, and/or as may be required by the relevant governing authorities. Further thereto, we reserve the right to take any action against you as may be deemed necessary or as may be required under governing laws or by the relevant governing authorities.

We reserve all rights to block, decline or terminate your application for the Card, the issuance of a Card by us to you or your Card and Card Account (if the same has already been issued to you) if we find that you have furnished false or misleading information and/or documents to us concerning your personal details and any other information required in the application form immediately at our sole discretion without any prior notice to you. In such circumstances, we shall not refund any balance

existing in your Card Account (if the same has been issued to you) and we shall be entitled to retain the same. We shall not refund the Joining Fee to you if you have not received the Card yet.

If we obtain judgment from any court for any sum owing under this Agreement, any charges payable shall continue to be payable from the date of judgment until the date of full payment of such sum of money so adjudged to be payable to us.

Blocking, Suspension, Cancellation and/or Termination of Card by Tune Money

In addition to the above Events of Default, we may at our sole and absolute discretion, limit, block, suspend or terminate your use of the Card and Card Account if we detect any unusual, irregular, suspicious, fraudulent or unauthorized activity on your Card and/or Card Account; or suspect misuse of your Card and/or Card Account; or there is a contravention; non-adherence or breach by you of any of the provisions of this Agreement. We shall have the right to withdraw at our absolute discretion, all or any of the facilities provided by us, at any time with or without notice and without assigning any reasons for it, and in such circumstances if we so deem fit to terminate use of your Card notwithstanding that we may have waived our rights on some previous occasions. We may refuse to issue a Card or may revoke the Card privileges with or without cause or notice, other than as required by applicable law.

If we detect unusual, irregular, suspicious, unauthorized or fraudulent activity on your Card Account, we may suspend and block the use of your Card and its account immediately as security/precautionary measures (with or without prior notice to you) until we can verify the activity. If we decide to cancel or suspend (block) the use of the Card, we will attempt to notify you via phone or electronic mail or any other means of communication. You agree not to use or attempt to use an expired, revoked, blocked, suspended, terminated or otherwise invalid Card. Tune Money's cancellation of Card privileges will not affect your rights and obligations pursuant to this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you will be entitled to a refund of any remaining balance on the Card as provided in this Agreement.

If we cancel and terminate your Card due to the abovementioned reasons, we reserve the right not to refund any balance of funds existing in your Card Account and we shall be entitled to retain the same at our sole discretion, and/or as may be required by the relevant governing authorities. Further thereto, we reserve the right to take any action against you as may be deemed necessary or as may be required under governing laws or by the relevant governing authorities.

Voluntary Cancellation and Termination of Card by Cardholder

You may at any time of your own accord cancel your Card and Card Account by sending a notice in writing and/or email notification to us. We will then terminate the Card and any balance of funds on the Card will be refunded to you. You shall remain liable for any Transaction(s) effected through the use of your Card prior to and post (where applicable) termination for the use of your Card.

Refund of Balance of Funds upon Termination of Card

Upon termination (whether by Tune Money or you) of the use of your Card, the balance of funds on the Card Account shall be refunded to you, the Cardholder (less any applicable fees and charges) after fourteen (14) business days from the said termination subject to confirmation provided to Tune Money by the Cardholder of his or her valid and current mailing address.

In the event of any delay on the Cardholder's part in confirming his valid and current mailing address three business days prior to the fourteenth business day, then Tune Money will only be able to process the refund from the date we receive the Cardholder's valid and current mailing address. If we do not receive any confirmation in writing from the Cardholder with respect to his valid and current mailing address within the fourteen business days from the date of our request for the said confirmation (following cancellation of the Card), then we will be unable to refund the said balance within the stipulated timeframe above and shall only refund the same to the Cardholder upon the receipt of the Cardholder's confirmation in writing of his valid and current mailing address. The balance on your Card will be refunded to you via cheque or by depositing it into your bank account (provided you have given us your bank account details) or in any other manner in accordance with our internal policies.

Tune Money will refund any available balance in Malaysian Ringgit only. In the event your Card contains available balances in any of the Listed Currencies, the Listed Currency will first be converted into Malaysian Ringgit by Tune Money at the Default Exchange Rate.

Balance Transfer upon New Card Application or Renewal

If there is a balance of funds remaining in the Card Account upon the expiration of the Card, and you decide to renew your card (subject to our approval), then the balance of funds will be transferred to a new Card.

Telephone Monitoring and Recording

You agree that we may contact you by telephone about your Card Account, and any other matter in relation to your Card. You agree that we may place such telephone calls using automatic dialing and that such calls will not be deemed as unsolicited calls by you. From time to time we may monitor and/or record telephone calls between you and us. You agree that monitoring and/or recording may be done and that no additional notice to you or additional approval from you is needed.

Variation of Terms

Subject to the limitations of applicable law, we may at any time vary, revise, change, amend, withdraw, substitute or remove any of the terms and conditions of this Agreement. Any such amendment shall be effective twenty-one (21) days after the revised terms have been posted on our Website. And thereafter such posting on the Website, the revised or new terms will apply to the Card, including, without limitation, all future Transactions made using the Card. We may also issue a notice via

email, electronic correspondence or any other mode of communication to you concerning any variation, revision, amendment, withdrawal, substitution, removal or change. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system. The retention or use of your Card after the effective date of any variation, amendment, revision, substitution or change of terms and conditions shall be deemed to constitute your acceptance of such variation, revision or change without reservation by you.

If you do not accept the proposed variation, amendment, revision, substitution or change, you are entitled to terminate the use of your Card by contacting us, and the provisions relating to termination above shall apply, followed by returning your Card to us.

Notwithstanding the above, we specifically reserve the right to withdraw or terminate the Card program (in whole or in part), any program, feature, function or benefit thereunder at any time with or without prior notice at our sole discretion. We may from time to time issue additional terms and conditions for the Card, if required.

We advise you to check the terms and conditions for the use of the Card regularly whenever you visit the Website to ensure that you have seen them and are aware of our latest or updated terms and conditions of the Card.

Disclosure

You acknowledge and agree that in order for us to provide you with the services, benefits offers and privileges related to the Card, to manage your Card and Card Account, to facilitate the use of your Card and the processing of any transaction effected or to be effected through the use of your Card, we shall be entitled to disclose and you irrevocably consent to our disclosure of any information pertaining to you including details related to your Card, Card Account and any other information that may be necessary in relation thereto, to any regulatory authority (including but not limited to Bank Negara Malaysia) or such other authority or body having jurisdiction over us, and to our subsidiaries, associates, related corporations and affiliates (including but not limited to Think Big and AirAsia), our licensee, our assignees, proposed assignees, agents, vendors, service providers, merchants, strategic partners, commercial partners, third party contractors, payment network operators and any other party engaged by us to enable or assist us in the provision of services to you or to exercise or enforce our rights hereunder and/or any other party whomsoever as we may, to the extent at our sole and absolute discretion, deem fit and necessary, within and beyond Malaysia, as stipulated in our Privacy Notice. You may refer to our Privacy Notice on the Website.

If we do not have your personal information, or you choose not to share or disclose any information that we may require, we may not be able to provide or continue to provide you with the Card or Card-related services and we will not be obliged, responsible or held liable for the failure to provide the same (and/or any disputes in relation thereto).

Any disclosure by us of your information as set forth herein shall not render us liable to you for any claim, loss, damage (including direct or indirect damages or loss of profits or savings) or liability howsoever arising whether in contract, negligence, or any other basis arising from or in relation to: the release or disclosure of the information by us; and/or the information being incorrect, erroneous or misstated; and/or reliance on the information, whether caused by us or other third party's omission, misstatement, negligence or default or by technical, hardware or software failures of any kind, interruption, error, omission, viruses, delay in updating or notifying any changes in the information or otherwise howsoever.

Costs and Expenses

You hereby agree that if we initiate legal proceedings against you because of a default in the terms of this Agreement, you shall be liable to pay to us all legal costs (including costs on a solicitor and client basis), other costs, charges and expenses which we may incur in enforcing or seeking to enforce any of the provisions of this Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by you. Your responsibility for fees and costs shall not exceed the maximum amount allowed by law.

Indemnity

You shall hold us harmless and indemnify us against any liability for loss, damage, costs and expenses (legal or otherwise including all costs on a solicitor and client basis) which we may incur by reason of any of the provisions herein or in the enforcement of our rights hereunder this Agreement.

Service and/or Notification

You irrevocably consent to the service of any document, material, product material, notice or statement hereunder by ordinary post to your last known address in our records and such service shall be deemed effective on the 5th day after posting.

You hereby agree that if any action is begun in the courts in Malaysia in respect of this Agreement, the legal process and other documents may be served by posting the documents to you at your last known address in our records and such service shall on the 5th day after posting, be deemed to be good and sufficient service of such process or documents.

Any notice or other document to be given under this Agreement and all other communications by you to us with respect the legal process shall be in writing and may be given or sent by hand, or registered post to us at the address set out below:-

By Mail or Hand To:

Tune Money Sdn Bhd
Unit 19-05-01, Level 5,
Wisma Tune (formerly PNB Damansara),
Lorong Dungun, Damansara Heights,

50490 Kuala Lumpur

or to such other address as we may give notice to you from time to time.

Waiver

Our acceptance of any terms or payments or any waiver by us of our rights or any indulgence granted to you shall not operate to prevent us from enforcing any of our rights hereunder this Agreement nor shall such acceptance operate as consent to the modification of any of the terms of this Agreement in any respect nor shall such waiver of rights affect our other legal rights.

Assignment

We shall be entitled at any time without your consent to assign the whole or any part of our rights or obligations under this Agreement with or without notice to you. This Agreement and/or Card shall not be assigned by you to any other third party without our written consent.

Successors Bound

This Agreement shall be binding upon and ensure to the benefit of our respective successors in title and assigns provided that you may not assign your rights and obligations under this Agreement without our prior written consent.

Severability of Provisions

If any of the provisions of this Agreement becomes or is determined to be invalid, illegal or unenforceable in any respect under any law, rule or regulation, the remaining terms of this Agreement shall not be affected, and all other provisions of this Agreement will still be valid and enforceable and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

Governing Law and Jurisdiction

This Agreement is a contract made under the laws of Malaysia, and shall be governed by and construed in accordance with the laws of Malaysia. You consent and agree to submit to the exclusive jurisdiction of the Courts of Malaysia concerning all matters arising out of or in connection with your use of the Card under this Agreement.

Provision of Further Documents

You undertake to provide or execute such further documents as may be requested by us from time to time (if required).

Notification of Change

You should always ensure that you provide us with your most updated and current personal particulars and information, including your mailing and correspondence/permanent address, contact number, electronic mail address and other required details in order to ensure that your records with us are kept up to date, complete and accurate. If any information supplied by you changes during the course of your Card account with us, you should notify us immediately to enable us to update your information in our records.

You shall promptly notify us in writing of any change in your mailing, permanent, correspondence or office address, electronic mail address or contact number. Failure to do so may result in either your Card, information regarding the Card or your PIN being sent to the wrong person or wrong address, or your transactions being declined at point-of-sale (POS). If this happens, we shall not be responsible or held liable for any resulting unauthorized use or misuse of value on your Card. Any notice given by us shall be deemed given to you if sent by electronic or postal mail to the last known mailing/correspondence address of you, the Cardholder as shown on our records. Tune Money shall NOT accept any notification of addresses (business, office, residential or correspondence address) bearing a Post Box ("P.O. Box") number.

Features and Benefits Renewable

In line with our commitment to upgrade the Card's services and benefits, we may review and revise any of the features and benefits appearing in our Website or listed in any brochures or communication materials printed by us from time to time.

Use of the Website Online Terms and Conditions and Privacy Notice

In addition to the foregoing terms and conditions, when you use our Website, the Terms and Conditions governing the use of the Website (if any) and Privacy Notice shall apply in addition to and not in substitution for any terms and conditions contained in this Agreement.
