

HONG LEONG INFINITE ^ℙ CREDIT CARD TERMS AND CONDITIONS

The terms and conditions below are to be read together with the Hong Leong Bank (“the Bank”) Cardholder’s Agreement (“the Agreement”). Save and except for the variations set out below, all the terms and conditions of the Agreement shall apply. In the event of any discrepancy or inconsistency between the terms and conditions of the Agreement and the Hong Leong Infinite ^ℙ Credit Card Terms and Conditions herein (“Card Terms and Conditions”), the Card Terms and Conditions shall prevail in so far as they are applicable to the Hong Leong Bank Infinite ^ℙ Credit Card.

1. Definitions:

- (a) “Card” means the Hong Leong Bank Infinite ^ℙ Credit Card issued by the Bank and includes a supplementary card, if applicable.
- (b) “Card Account” means the account of the Principal Cardholder with the Bank, opened in respect of the Card.
- (c) “Principal Cardholder” means the principal Cardholder to whom the Card is issued by the Bank.
- (d) “Enrich” means the frequent flyer programme operated by MAS.
- (e) “Enrich Member” means any person who is recognized by MAS, in its sole discretion as a member of Enrich.
- (f) “Enrich Miles” means the credits (in miles) awarded by MAS to an Enrich member.
- (g) “MAS” means Malaysian Airlines System Berhad (Company No.: 10601-W).
- (h) “Merchant” is an individual, firm or company engaged in the business of selling and providing goods and/ or service.
- (i) “Card Anniversary” means the anniversary date of the issuance of the Card.
- (j) “Programme” means the Hong Leong Bank Infinite ^ℙ Enrich Miles programme and includes any variations or amendments to the same as may be made by the Bank from time to time, at its discretion.
- (k) “Retail Transactions” means for the purpose of this Programme, the purchase of any goods or services locally or overseas which have been effected with or charged to the Card but shall exclude:
 - i cash withdrawal in any method (i.e. Automated Teller Machine, over-the-counter, quasi cash, cash advance etc.);
 - ii portfolio products such as Balance Transfer (BT), Call-For-Cash Plus (CFC Plus), Call-For-Cash (CFC) and Flexi Payment Plan (FPP);
 - iii refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions;
 - iv card protection plan;
 - v all government related transactions and payment via HL Connect; and/or
 - vi any form of services or miscellaneous fees, including finance charges and fees such as credit card annual fee, late payment charges and government service tax (if applicable) determined by the Bank from time to time.
- (l) “RM” or “Ringgit” means Ringgit Malaysia.
- (m) “Supplementary Cardholder” means the person to whom a supplementary Card has been issued by the Bank upon application by the Principal Cardholder.

- (n) Unless the context otherwise requires, words and expressions respectively defined or construed in the Agreement shall have the same meanings when used or referred to herein and words referring to the male gender shall include the female gender and words referring to the singular number shall include plural number and vice versa.
2. This Programme is made available to the Principal Cardholder and is subject to the following terms and conditions and the terms and conditions in the Agreement.
 3. To be eligible to earn Enrich Miles, the Principal Cardholder must be a registered Enrich Member with MAS and the Card Account must be valid/active, in good standing, not be in delinquent status and must not be in breach of any of the Card Terms and Conditions and the terms and conditions of the Agreement. Eligibility will be revoked if the Principal Cardholder has committed or suspected of committing any fraudulent, unlawful or wrongful acts in relation to the Card Account and/or other facility or services provided by the Bank.
 4. In the event the Principal Cardholder is not a registered Enrich Member at the time of application for the Card, the Principal Cardholder hereby authorizes and consents the Bank to disclose the personal information of the Principal Cardholder to MAS to facilitate the Principal Cardholder's application for registration with MAS as an Enrich Member. The personal information that may be disclosed by the Bank shall include the name, identity card number, passport number, address, date of birth, email address, contact number(s) as may be required by MAS to process the Principal Cardholder's application as an Enrich Member.
 5. Enrich Miles are awarded to the eligible Principal Cardholder based on the total posted Ringgit amount of Retail Transactions made with the Card and accumulated on daily basis on per transaction basis and rounded down to the nearest Enrich Miles in the following manner:

| Local Retail Transactions | Overseas Retail Transactions |
|--|--|
| For every two (2) Ringgit and eighty (80) cents (RM2.80) worth of Retail Transactions transacted within Malaysia and in Ringgit posted to the Card Account, one (1) Enrich Mile will be credited to the Card Account | For every one (1) Ringgit and eighty (80) cents (RM1.80) worth of Retail Transactions transacted outside Malaysia and in currencies other than Ringgit Malaysia posted to the Card Account, One (1) Enrich Mile will be credited to the Card Account |

The Enrich Miles earned shall be at such rate as determined by the Bank and the Bank reserves the right to vary the rate with prior notice at which Enrich Miles are to be awarded from time to time at its sole and absolute discretion.

6. Enrich Miles earned by the Supplementary Cardholder will be credited into the Card Account of the Principal Cardholder. Total Enrich Miles earned collectively by the Principal

Cardholder and Supplementary Cardholders (collectively referred to as “Cardholders”) will be stated in the Principal Cardholder’s monthly Card statement of account and will be credited to the Principal Cardholder’s Enrich account with MAS.

7. The Enrich Miles earned as set out in Clause 6 above will be credited into the Principal Cardholder’s Enrich account with MAS. For the avoidance of doubt, although Enrich miles can be awarded in respect of Retail Transactions made by the Supplementary Cardholder, however, the Enrich Miles will only be credited to the Principal Cardholder’s Enrich Account and only the Principal Cardholder is entitled to make any redemption of the Enrich Miles.
8. The Bank shall use its best endeavours to cause the Enrich Miles to be credited to the Principal Cardholder’s Enrich account with MAS at the end of the calendar month following the statement date relating to the Card. The Bank may however vary the date and the frequency of the crediting of the Enrich Miles at its sole and absolute discretion with prior notice. Notwithstanding that the Enrich Miles earned by the Cardholders will be stated in the Principal Cardholder’s monthly Card statement of account, only Enrich Miles which have been credited into the Principal Cardholder’s Enrich Account with MAS can be redeemed. The Bank will not be liable for any delay and/or omission in processing and crediting of the Enrich Miles into the Principal Cardholder’s Enrich account with MAS.
9. Enrich Miles credited into the Principal Cardholder’s Enrich account with MAS may only be used towards redemptions made under the Enrich programme subject to such terms and conditions which are imposed by MAS as may be amended from time to time.
10. The Enrich Miles earned have no cash or monetary value. Unless otherwise stated, the Enrich Miles earned are neither transferable to any other person or third party or entity nor exchangeable for cash or credit. For the avoidance of doubt, Enrich Miles from an expired or closed Card Account cannot be transferred to any existing Card Account.
11. The Bank reserves the absolute right and discretion at any time with prior notice without to the Cardholders and without liability to the Cardholders to suspend indefinitely, cancel and/or terminate or if vary the Programme. Without limiting the generality of the foregoing provisions the Bank will not be liable to the Cardholders for the suspension, cancellation or termination of the Programme or any benefits available thereunder in the event MAS retracts or revokes any benefits or offers made under the Programme, including any cancellation, suspension, withdrawal and/or alteration of Enrich in any manner detrimental to the Bank and/or Cardholders. During special promotions or sales periods, MAS and the Bank reserve the right, with prior notice to the Cardholders, to suspend all or any of the benefits available under the Programme.
12. The Principal Cardholder shall contact MAS and liaise directly with MAS in relation to the redemption of the Enrich Miles or any enquiries or dispute relating to the Principal Cardholder’s Enrich account with MAS. The Bank will not be responsible or liable to the Principal Cardholder for any acts or omissions by MAS in connection with Enrich, including but not limited to the redemption of the Enrich Miles by the Principal Cardholder.

13. If the Principal Cardholder's Card is cancelled or terminated by either the Principal Cardholder or the Bank, the Principal Cardholder will not be entitled to the Enrich Miles earned on Retail Transactions carried out on the Card which have not been credited into the Principal Cardholder's Enrich account with MAS notwithstanding that the Enrich Miles earned may have been posted to the Principal Cardholder's Card statement of account. Such Enrich Miles earned will be automatically cancelled and/or forfeited upon cancellation/termination of the Card. If the Cardholder's Card is temporarily suspended, the Enrich Miles earned on the Retail Transactions carried out on the Card which have not been credited into the Principal Cardholder's Enrich account with MAS will not be credited into the Principal Cardholder's Enrich account with MAS but will continue to accumulate ("Accumulated Enrich Miles"). Such Accumulated Enrich Miles will only be credited into the Principal Cardholder's Enrich account with MAS when the suspension is uplifted. In the event the suspension is not lifted and the Card is cancelled or terminated, such Accumulated Enrich Miles will be forfeited and the Cardholder shall have no recourse to the Bank or MAS in respect of such forfeited Accumulated Enrich Miles.
14. In the event any Retail Transactions are required to be reversed or cancelled on the Card which shall be determined at the sole discretion of the Bank without incurrance of any liability by the Bank, the Bank reserves the right at its sole and absolute discretion to either:
 - a) Request MAS to debit the Principal Cardholder's Enrich account for the relevant Enrich Miles earned from the relevant Retail Transactions which is required to be reversed or cancelled; or
 - b) Debit the Principal Cardholder's Card account for the Enrich Miles earned from the Retail Transaction which is required to be reversed or cancelled based on such conversion rate as the Bank shall in its sole and absolute discretion determine, if the Enrich Miles earned from the said Retail Transaction have already been redeemed by the Principal Cardholder.
15. Retail Transactions carried out on the Card and the conversion thereto to Enrich Miles will be reflected in the monthly Card statement of account issued by the Bank to the Cardholder. If there is any error, discrepancy or inaccuracy of any kind indicated in the monthly Card statement of account, particularly in relation to the Retail Transaction relating to the Enrich Miles earned, the Cardholder is responsible to perform its duty as a Cardholder to report to the Bank in writing and within the stipulated time that is specified by the Bank in the Agreement. In the event the Cardholder does not notify the bank within the time period specified in the Agreement then the Cardholder shall be deemed to have accepted the entry therein as correct and as final and conclusive evidence of the facts contained therein and the statement shall be considered as binding against the Cardholder, there will be no claims against the Bank by alleging that the said statement contains any error, discrepancy or inaccuracy.
16. The terms and conditions in this document shall be governed by and construed in accordance with the laws of Malaysia and Cardholders agree to submit to the jurisdiction of the Courts of Malaysia.

17. The Bank reserves the right upon giving prior notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) (the “Amendment”) any of the terms and conditions herein, including but not limited to, changing and/ or withdrawing the Programme or changing the service provider from MAS to another similar service provider. Notification to Cardholders in respect of the Amendment shall be effected in the manner as specified by the Bank in the Agreement.
18. The Bank’s decisions on all matters relating to the Programme, including the determination of the Enrich Miles are final and binding.

TERMS AND CONDITIONS GOVERNING THE HONG LEONG BANK INFINITE ^P CREDIT CARD PRIORITY PASS MEMBERSHIP

The terms and conditions below (“T&Cs”) are to be read together with the Hong Leong Bank Cardholder Agreement (“Agreement”) and the Hong Leong Bank (“the Bank”) INFINITE ^P Credit Card (“Card”) Terms and Conditions (“the Card Terms and Conditions”).

ELIGIBILITY

1. The Priority Pass membership is only extended to principal cardholders of the Card (“Principal Cardholder”).
2. A Priority Pass Membership card will be automatically issued to the Principal Cardholders after approval of the Card.
3. Each new Principal Cardholder is entitled to enjoy a maximum of four (4) visits (“Visits”) to any of the participating airport lounges worldwide (“Priority Pass Lounges”) managed by Priority Pass (A.P.) Ltd (“Priority Pass”) under the Priority Pass programme during the first year of Card membership. Thereafter, the Visits will be availed to the Principal Cardholders on an annual basis subject to Principal Cardholders meeting the following criteria:

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| Minimum Cumulative Retail Transactions in preceding year* | RM 300,000 * |
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- *For the purposes of determining the Cumulative Retail Transactions in the preceding year:
- (a) The preceding year shall refer to the twelve (12) calendar months prior to the Card anniversary date;
 - (b) “Retail transactions” refer to retail purchases transacted locally and overseas. Retail transactions exclude the following:
 - i cash withdrawal in any method (i.e. Automated Teller Machine, over-the-counter, quasi cash, cash advance etc.);
 - ii portfolio products such as Balance Transfer (BT), Call-For-Cash Plus (CFC Plus), Call-For-Cash (CFC) and Flexi Payment Plan (FPP);
 - iii refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions;
 - iv card protection plan;
 - v all government related transactions and payment via HL Connect; and/or

- vi any form of services or miscellaneous fees, including finance charges and fees such as credit card annual fee, late payment charges and government service tax (if applicable) determined by the Bank from time to time.
 - (c) The Cumulative Retail Transactions made by both the Principal and Supplementary Cardholders (collectively referred to herein as “Cardholders”) of the Card shall be consolidated for the purposes of determining the entitlement of the Principal Cardholder to the Visits.
 - (d) Any late submission of any Retail Transactions made during the twelfth (12th) month of the preceding year by any Merchant for whatever reason which results in such Retail Transaction not being posted to the Cardholders’ Card Account shall not be taken into account to form part of the Minimum Cumulative Retail Transaction and the Bank shall not be liable for such delay caused by the Merchant.
4. The Principal Cardholders will not be entitled to the Visits in a particular year if they have not met the Minimum Cumulative Retail Transactions set out in Clause 3 for the preceding year. However, this will not prejudice the Principal Cardholders’ entitlement to the Visits in a subsequent year if the Minimum Cumulative Retail Transactions are met eventually.
 5. In order to gain access to the Priority Pass Lounges, the Principal Cardholders are required to present their valid Priority Pass Membership card and complete the relevant acknowledgement form or such form as may be prescribed by Priority Pass as a record of the Principal Cardholders’ visit.
 6. The Visits are applicable to the Principal Cardholders only. The Supplementary Cardholders and/or guest(s) of the Principal Cardholders shall be subject to guest charges in accordance with such fees as stipulated by Priority Pass and as may be amended from time to time.

GENERAL

7. The Principal Cardholder hereby authorises the Bank to disclose the Principal Cardholder’s personal data, which shall include the Principal Cardholders’ Priority Pass card number and name to Priority Pass to enable the Principal Cardholder to enjoy the Visits.
8. The Bank makes no representation or warranties with respect to the Priority Pass Lounges and/or the services and facilities provided by Priority Pass (“Lounge Facilities and Services”), and in particular, makes no warranties with respect to the quality of the Priority Pass Lounges and the Lounge Facilities and Services or their suitability for any purpose nor shall the Bank be liable to the Cardholders and/ or the Cardholders’ guest(s) for any acts or omissions of Priority Pass in relation to the Priority Pass Lounges and/ or Lounge Facilities and Services.
9. The Card Account(s) of the Principal Cardholders **MUST BE** valid/active, in good standing, **MUST NOT** be in delinquent status and **MUST NOT** be in breach of any of these terms and conditions and the Card Terms and Conditions at the point of the Principal Cardholder enjoying the Visits.

10. By using the Visits, the Principal Cardholder acknowledges that he/she has read, understood and agreed to be bound by these terms and conditions and any decision of the Bank in relation to the Priority Pass Lounges shall be final and binding on all Cardholders and no further correspondence and/or appeal to dispute such decisions will be entertained.
11. The Bank shall not be held liable or responsible for any disputes that may occur between the Principal Cardholders and/or the Cardholders' guest(s) (including the Supplementary Cardholders) as the case may be, and Priority Pass and/or the lounge operators. The bank shall also not be liable for any loss or damage arising or incurred howsoever and whatsoever by the Cardholders and/or the Cardholders' guest(s) relating to any lounge visit.
12. The use of the Priority Pass Lounges and the Lounge Facilities and Services shall be subject to the terms and conditions as set out by Priority Pass in its directory and/or Conditions of Use. The terms and conditions set out in the directory/Conditions of Use are subject to change by Priority Pass and such changes will be posted on the Priority Pass' website at www.prioritypass.com.
13. Neither the Cardholders nor the Cardholders' guest(s) shall communicate directly with the operator of any lounges participating in the Priority Pass programme on any matters concerning the airport executive lounge access program provided under the Priority Pass programme. All queries, complaints, requests for assistance and matters pertaining to the Priority Pass Lounges and/or the Lounge Facilities and Services are to be taken up with the administrative staff of Priority Pass only and those staff shall be responsible for resolving the matter and replying to the enquirer within a reasonable time of being contacted. The administrative staff of Priority Pass are located at Suites 1614-1615, 16/F, CityPlaza One, 1111 King's Road, Hong Kong; Telephone +852 2866 1964, Facsimile+852 2865 6850.
14. The Cardholders and/ or the Cardholders' guest(s) shall not hold the Bank or Priority Pass liable for (i) any direct or indirect loss arising in the event of any airport lounge (including but not limited to Priority Pass Lounges) closing or ceasing to participate in Priority Pass at any time; and/or (ii) any loss or injury suffered by Cardholders and/ or the Cardholders' guest(s) whilst inside any of the lounges participating in the Priority Pass programme (including but not limited to Priority Pass Lounges) at any time.
15. The Principal Cardholder must immediately report to the Bank of any loss and/or theft of the Priority Pass Membership card. The Principal Cardholder may request for a replacement Priority Pass Membership card, and the same may be subject to such charges as notified by the Bank to the Principal Cardholder.
16. The Cardholders are liable for the cost of all lounge visits made by the Cardholders and any Cardholder's guest(s) after the cancellation or expiration of the Card and/or Priority Pass programme.
17. The Bank is not obliged and shall not be responsible or liable to ensure the accuracy of information given in any Priority Pass directory/Conditions of Use, Priority Pass

Membership card, document, design or drawing or other communication supplied by Priority Pass.

18. In no event shall the Bank be liable for any loss or damage suffered by the Cardholders, the Cardholders' guests or any party (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) howsoever arising whether in contract, tort, negligence or otherwise in connection with the Priority Pass Membership, even if the Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
19. The Cardholders shall indemnify and hold the Bank harmless against any and all actions, claims, losses, costs (including reasonable legal fees), damages and expenses arising out of the Cardholders or Cardholders' guests' breach, contravention and/or non-adherence to the Conditions of Use as set out by Priority Pass in the Directory and/or Conditions of Use and these terms and conditions.
20. The Bank reserves the right upon giving adequate prior notice to vary (whether by addition, deletion, modification, amendment or otherwise) any of the terms and conditions herein, including changing or withdrawing the Priority Pass programme in its entirety (the "Amendment"). Notification to Cardholders in respect of the Amendment shall be effected in the manner as specified by the Bank in the Agreement.
21. Interpretation:
 - a) Unless the context otherwise requires, capitalised words and expressions shall have the same meaning as defined in the Agreement and the Card Terms and Conditions unless specifically defined in this T&Cs.
 - b) Words referring to the male gender shall include the female and/or neuter gender and vice versa.
 - c) Words referring to the singular number shall include plural number and vice versa.

If there is any inconsistency, conflict, ambiguity or discrepancy between the Card Terms and Conditions and this T&Cs, this T&Cs shall prevail to the extent of such inconsistency, conflict, ambiguity or discrepancy.