

Terms and Conditions Governing the Hong Leong Touch 'n Go Zing Credit Card ("T&Cs")

These Terms and Conditions are to be read together as a whole with the Cardholder Agreement and any other relevant terms and conditions as the Issuing Bank may impose from time to time with minimum 21 days' prior notice, as well as other rules and regulations binding on the Issuing Bank. Should there be any discrepancies, the specific Terms and Conditions herein shall prevail to the extent of such discrepancy.

1. Definitions

- 1.1 "Appropriate Authority" means any government or taxing authority;
- 1.2 "Auto Reload Function" means the feature in the TNG Facility which automatically tops up the stored monetary value in the electronic purse with the Auto Reload Value (at toll lanes operated by the Service Providers) when the stored monetary value reaches the Preset Threshold;
- 1.3 "Auto Reload Fee" means a fee imposed by TNGSB for each successful auto reload of the stored monetary value in the electronic purse with the Auto Reload Value when the stored monetary value reaches the Preset Threshold;
- 1.4 "Auto Reload Value" means the fixed monetary value of Ringgit Malaysia One Hundred (RM100.00), which may be varied from time to time by TNGSB and the Issuing Bank that will be added onto the Zing Card when the monetary value of the Zing Card reaches the Preset Threshold;
- 1.5 "Card" means any MasterCard and/or Visa issued by the Issuing Bank under the categories of Classic, Gold or Platinum, such other categories which the Issuing Bank may introduce or replace from time to time and shall include cards issued in affiliation or in association with any third party and/or cards issued under any product or select names or reference, and in light of Clause 22 of the Cardholder Agreement which also includes a Supplementary Card;
- 1.6 "Cardholder" means the person to whom and in whose name the Card and Zing Card is issued by the Issuing Bank;
- 1.7 "Card Account" means the account of the Cardholder with the Issuing Bank in respect of the Principle Card;
- 1.8 "Cardholder Agreement" means the agreement between the Issuing Bank and the Cardholder that governs the issue and use of the Card;
- 1.9 "Inactive" means a Zing Card with no card transaction (reload or usage) for a period of 24 consecutive months;
- 1.10 "Issuance Fee" means a fee imposed by the Issuing Bank for the issuance of a Zing Card;
- 1.11 "Issuing Bank" means Hong Leong Bank Berhad ("HLB") or Hong Leong Islamic Bank Berhad ("HLISB"), the issuer of the Credit Card and Zing Card, and includes its successors-in-title;
- 1.12 "Maintenance Fee" means a fee imposed by TNGSB at six (6) monthly intervals from the date the TNG Chip in the Zing Card becomes Inactive for the maintenance of the Unutilized Value;
- 1.13 "Preset Threshold" means the accumulated value of RM50.00 (or such other amount as TNGSB may determine from time to time);
- 1.14 "Principal Card" means a MasterCard and/or VISA, or any other brand of Card, issued to a Principal Cardholder pursuant to the Cardholder Agreement;

- 1.15 “Principal Cardholder” means the person to whom and in whose name a Principal Card is issued;
- 1.16 “Replacement Fee” means a fee imposed by the Issuing Bank for the replacement of a Zing Card;
- 1.17 “Renewal Fee” means a fee imposed by the Issuing Bank for the renewal of a Zing Card;
- 1.18 “Service Providers” means the party or parties who have entered into an agreement with TNGSB to accept TNG as a means of payment;
- 1.19 “Tax” means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof;
- 1.20 “TNG” means Touch ‘n Go;
- 1.21 “TNG Chip” means the chip containing the TNG Facility with the Auto Reload Function embedded in the Zing Card;
- 1.22 “TNG Facility” means the payment facility using the electronic purse containing prepaid stored monetary value with an Auto Reload Function contained in the TNG Chip in the Zing Card;
- 1.23 “TNGSB” means Touch ‘n Go Sdn Bhd, the provider of the Touch ‘n Go Services, and includes its successors-in-title;
- 1.24 “TNG Services” means any services as may be provided by TNGSB from time to time to facilitate payment by the Cardholder of toll charges, parking fees and any other charges, using the TNG Facility as a mode of payment;
- 1.25 “TNG Terms” means the terms and conditions of the Zing Card issued by TNGSB for the TNG Services made available via www.touchngo.com.my;
- 1.26 “Unutilized Value” means the unutilized stored monetary value in the TNG Chip embedded in the Zing Card;
- 1.27 “Zing Card” means a card produced by TNGSB and issued by the Issuing Bank bearing the name “Touch‘n Go Zing Card” containing the TNG Chip with the credit facility (as governed by the terms and conditions of the Cardholder Agreement between the Issuing Bank and the Cardholder) for the purpose of Auto Reload Transactions.

2. Application

- 2.1 The Cardholder is required to complete the Hong Leong Touch ‘N Go Zing Credit Card Form (“the Application Form”) and submit it to the Issuing Bank together with the documents specified in the Application Form to apply for a Zing Card.
- 2.2 The application for Zing Card and the endorsement of the Cardholder’s signature thereon constitute the agreement of the Cardholder to this T&Cs governing the use of the Zing Card as well as the Cardholders Agreement that governs the issuance and use of the Card.
- 2.3 The Cardholder shall inform TNGSB and the Issuing Bank of any changes in the particulars provided in the Application Form.
- 2.4 The Principal Cardholder shall be liable to the Issuing Bank for all the Zing Card transactions performed.

3. Conditions of Use

- 3.1 A Zing Card can only be issued by the Issuing Bank and activated for use by the Cardholder who maintains a valid Principal Card with the Issuing Bank
- 3.2 TNGSB shall honour all transactions under the Touch 'n Go Services and permit the Auto Reload Value to be loaded at the toll lanes provided always that the Zing Card is valid when presented and the Cardholder and the relevant transactions are in compliance with the terms and conditions herein contained.
- 3.3 The stored value in the Zing Card can be used at all the toll lanes on its own or together with the "SmartTag" device at the relevant TNG and SmartTag lanes as well as for payment at the selected Service Providers in accordance with the TNG Terms.
- 3.4 The Cardholder shall be responsible for the usage of the TNG Facility and shall use the TNG Facility in accordance with the procedures, instructions, guidelines as may be prescribed by TNGSB from time to time.
- 3.5 The Cardholder shall not transfer, sell, damage or tamper Zing Card or the TNG Chip embedded therein.

4. Fee and Charges

All fees and charges as stipulated herein shall be subject to Tax at the prevailing Tax rate, if applicable.

4.1 Issuance Fee

- a) The Cardholder will be charged an Issuance Fee of RM10.00 (subject to Tax, if applicable) or each and every issuance of a Zing Card (unless exempted in accordance with the terms herein) which shall be automatically debited from the Cardholder's Card Account with the Issuing Bank.
- b) The Issuing Bank is hereby expressly authorized to debit from the Principal Cardholder's relevant or active Card Account all monies required towards settling all fees and charges due to the Issuing and/or TNGSB (including increased fees and charges) with minimum 21 days' prior notice.

4.2 Replacement Fee

- a) The Cardholder will be charged a Replacement Fee of RM10.00 (subject to the Tax, if applicable) for the replacement of a Zing Card (unless exempted in accordance with the terms herein) which shall be automatically debited from the Cardholder's Card Account with the Issuing Bank.

4.3 Renewal Fee

- a) All Zing Cards issued are subject to an expiry date of ten (10) years.
- b) Upon expiry thereof, the TNG Chip in the Zing Card shall be totally disabled/rendered unusable and any Unutilized Value shall be refundable to the Cardholder, subject to Maintenance Fee in accordance with Clause 4.5.
- c) Subject to the discretion of the Issuing Bank and TNGSB, upon the expiry of the Zing Card, the Cardholder shall apply to renew the Zing Card subject to the payment of a Renewal Fee of RM10.00 (subject to the Tax, if applicable) to the Issuing Bank which shall be automatically debited from the Cardholder's Card Account with the Issuing Bank.

4.4 Auto Reload Fee

- a) For each successful auto reload, an Auto Reload Fee of RM2.00 (subject to the Tax, if applicable) will be charged by TNGSB and the Cardholder hereby grants

authorization to the Issuing Bank to debit such Auto Reload Fee from the Cardholder's Card Account with the Issuing Bank.

4.5 Maintenance Fee

- a) The Maintenance Fee of RM5.00 (subject to the Tax, if applicable) shall be deducted from the Unutilized Value in the Zing Card at six (6) monthly intervals from the date the TNG Chip in the Zing Card becomes Inactive for the maintenance of the Unutilized Value.
- b) The Maintenance Fee shall be deducted until the Unutilized Value in the Zing Card is exhausted.

5. Use of the Auto Reload Facility

- 5.1 TNGSB will automatically reload onto the TNG Chip in the Zing Card with the Auto Reload Value when the stored monetary value in the electronic purse reaches the Preset Threshold at Ringgit Malaysia (RM50). Auto Reload Function is only applicable when the Zing Card is used at the respective toll lanes.
- 5.2 No manual reload is allowed as any manual reload at any toll lanes and/or at the Service Providers will deactivate the Auto Reload Function.
- 5.3 The Cardholder agrees that the Auto Reload Function is limited to one (1) auto reload for every 24 hours.
- 5.4 The Cardholder hereby grants consent and authorization to the Issuing Bank to debit the Cardholder's Card Account with an amount equal to the Auto Reload Value and the Auto Reload Fee upon the occurrence of any automatic reload transaction, any other chargeable services and Tax incurred thereon with minimum 21 days' prior notice to the Cardholders.
- 5.5 Notwithstanding anything herein contained, TNGSB and/or the Issuing Bank shall have the right at any time to disable the Auto Reload Function in respect of any Zing Card on any ground they consider reasonable (including but not limited to cases of insufficient credit limit, unsatisfactory credit conduct, or in the cases of Zing Card reported lost stolen or forged).
- 5.6 Where the Auto Reload Function has been disabled in respect of any Zing Card, the Auto Reload Function may be reactivated with the consent of the Issuing Bank provided that the matters which resulted in the Auto Reload Function being disabled have been resolved to TNGSB and the Issuing Bank's satisfaction.
- 5.7 Reactivation of the Auto Reload Function for the Zing Card can only be effected by the Cardholder contacting the Issuing Bank's relevant call centre to request for the reactivation of the Auto Reload Function. Forty-eight (48) hours after the request for reactivation, the Cardholder may proceed to reactivate the Auto Reload Function in the Zing Card by presenting the Zing Card at selected Touch 'n Go counters specified by TNGSB for reactivation.
- 5.8 TNGSB and Bank should not be liable for the condition of the Zing Card that could possible cause the failure of the Auto Reload Function and/or rejection of the transaction as Cardholder has the responsibility of taking care of the Zing Card. For example: damage card, lost card, insufficient credit limit whereby TNGSB and/or Bank is not aware if not being reported.

5.9 Save where otherwise expressly provided in these terms and conditions, TNGSB shall be solely and exclusively liable to the Cardholder for the stored monetary value contained in the TNG Chip and Cardholder shall not hold the Issuing Bank responsible for the same.

6. Dispute on Card Transaction

6.1 In addition to and without prejudice to the provisions of the Cardholder Agreement, any dispute by the Cardholder in respect of any debits made to the Card must be reported to the Issuing Bank within fourteen (14) days of receipt or deemed receipt of the relevant Cardholder's Statement failing which the Principal Cardholder shall be deemed to have accepted the entries contained therein as correct and as final and conclusive evidence of the facts contained therein and binding on the Principal Cardholder.

6.2 Any disputes by any Cardholder in respect of any usage transactions effected to the stored monetary value in the TNG Chip shall be brought to TNGSB's attention immediately and resolved between the Cardholder and TNGSB.

7. Notification of Unauthorized Transactions on Theft, Loss and Replacement Zing Card

7.1 The Cardholder is solely and fully liable for any unauthorized use of the Zing Card or if the same is lost or stolen. Neither TNGSB nor the Issuing Bank shall be liable for any misuse of the Zing Card or for any unauthorized usage of a lost or stolen Zing Card.

7.2 The Cardholder shall report lost or stolen card to the Issuing Bank Card Centre promptly to avoid incurring further fraudulent charges.

7.3 Notwithstanding prompt notification by Cardholder, both TNGSB and the Issuing Bank shall be allowed twenty-four (24) hours from the time of notification to deactivate the Zing Card.

7.4 Upon receipt by the Issuing Bank of notification of a lost, stolen or expired Zing Card, the Zing Card may then be replaced with new Zing Card of zero value within seven (7) working days. The Unutilized Value of the invalidated Zing Card may be credited to the Cardholder's Card Account less all the relevant applicable charges mentioned in clause 4 above.

7.5 In the event of lost or stolen Zing Cards, the Issuing Bank or TNGSB shall bear no responsibility for transactions occurring or incurred prior to the proper report being made to the Issuing Bank's card centre and within the said 24 hours. Cardholders shall remain fully liable for all charges including and not limited to the Auto Reload Function occurring or incurred during the 24 hours' period.

7.6 The Issuing Bank will be under no obligation to issue a replacement card to the Cardholder following the lost or theft of a Zing Card.

7.7 All replacements of any Zing Card must be authorized by the relevant Principal Cardholder to the Issuing Bank's card center and an Issuance Fee shall be chargeable in accordance with Clause 4.1 above.

8. Zing Card Deactivation

8.1 Any Zing Card that subsequently becomes Inactive shall be deactivated by TNGSB.

8.2 In the event that the Zing Card has been deactivated, a Maintenance Fee of Fee RM5.00 (subject to Government Tax, if applicable) will be imposed by TNGSB and such fee shall be deducted from the Unutilized Value once every six (6) months. The Cardholder

agrees that this automated deduction will continue until the Unutilized Value in the Zing Card is exhausted.

9. Termination

- 9.1 The use of the Zing Card by the Cardholder may be terminated by the Issuing Bank by written notice on the occurrence of any one or more of the following events:
- a) the Cardholder is in breach of any of the terms and conditions herein;
 - b) the Card is reported expired lost, or stolen, forged or damaged;
 - c) the right of the Cardholder to use the Zing Card is invalidate as herein provided;
 - d) the TNG Electronic Payment System of TNGSB fails, is changed, improved, upgraded or modified;
 - e) the Cardholder's Card Account is Inactive;
 - f) the Principle Card is terminated;
 - g) the Cardholder's self-initiated termination of the Zing Card; and/or
 - h) the Zing Card as the case may be, by file transfer or any other mode agreed upon between the issuing Bank and TNGSB.
- 9.2 Without prejudice to Clause 9.1, the use of a Zing Card is terminated:
- a) when the Cardholder notifies the Issuing Bank of his intention to terminate the validity of the Zing Card; or
 - b) when the Issuing Bank notifies TNGSB of the termination of the Zing Card.
- 9.3 Upon any notice of termination having been given in accordance with clause 9.1 (a) or (b) above:
- a) The Issuing Bank may advise TNGSB to disable the Auto Reload Function on the Zing Card(s); and
 - b) The Issuing Bank may advise TNGSB to disable the TNG Facility on the Zing Card(s) at its sole and absolute discretion depending on the circumstances of the termination.
- 9.4 Cardholders shall remain fully liable to the Issuing Bank and TNGSB for all transactions occurring or incurred on the TNG Chip of the Zing Card and the Cardholder shall be liable for all Auto Reload Functions effected and debited to his Cardholder's Card Account for the 24-hour period after the Issuing Bank acknowledges receipt of the notice of termination.
- 9.5 Where:
- a) the TNG Facility has been terminated in respect of any Zing Card, the Unutilized Value thereof shall be refundable to the Cardholder, subject to Maintenance Fee in accordance with Clause 4.5 hereof; and
 - b) in the event that only the Auto Reload Function in any Zing Card has been disabled or terminated, the Unutilized Value thereof shall for as long as it has not expired or been treated as Inactive, be valid for use until it has a nil stored value balance.
- 9.6 Notwithstanding anything herein contained, all request for any refund for the Unutilized Value in the Zing Card must be lodged with the Issuing Bank within ninety (90) days from the date of the lost, theft, cancellation or termination of the Zing Card.

10. Changes in Terms and Conditions

- 10.1 TNGSB and the Issuing Bank reserve the right to add, delete, suspend, vary or amend the use of the Zing Card or terms and conditions contained herein, wholly or in part at its absolute discretion at any time with prior notice.
- 10.2 The Issuing Bank will notify the Cardholder of any amendments or change to these terms and conditions and of the date on which the changes will become effective. All changes and amendments will be advised by advertisement in the press, via the mailing of notices, or display of notices at TNGSB or the Issuing Bank, or display of notices at TNGSB or the Issuing Bank's Website or at any of the Touch 'n Go sales counters as TNGSB and/ or the Issuing Bank shall deem necessary and shall be deemed as sufficient notification to the Cardholder.

11. Notices

All other notices to be given by Cardholder to the Issuing Bank will be in accordance with the Cardholder Agreement.

12. Disclosures

In addition to the permitted disclosures as set out in the Cardholder Agreement and the Issuing Bank's Privacy Notice, the Cardholder hereby authorizes the Issuing Bank to disclose any information concerning the Cardholder to TNGSB and TNGSB's business alliance partner, Project Lebuhraya Usahasama Berhad. The disclosure shall be limited to the purpose of settling cardholders' issues regarding the usage/dispute of TnGo Zing, to facilitate the use of the Zing Card, or entitlement of rebates, or for the purpose of recovering any monies due and owing by Cardholder to the Issuing Bank and TNGSB unless the Issuing Bank is prohibited by law and applicable regulations from disclosing such information. The personal information that may be disclosed by TNG to its business alliance partners shall include the Cardholder's full name, TnGo serial number and TnGo Zing card number.