

HONG LEONG BANK INFINITE DOCTOR EDITION 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 Bank Infinite Doctor Edition 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 Doctor Edition Credit Card.

1. Definitions:

- (a) "Card" means the Hong Leong Bank Infinite Doctor Edition 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 Doctor Edition 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 card protection plan;
 - iv refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions;
 - 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), as determined by the Bank from time to time.
- (I) "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, word 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 of 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)	For every one (1) Ringgit and eighty (80)
cents (RM2.80) worth of Retail	cents (RM1.80) worth of Retail
Transactions transacted within Malaysia	Transactions transacted outside Malaysia
and in Ringgit posted to the Card	and in currencies other than Ringgit
Account, one (1) Enrich Mile will be	Malaysia posted to the Card Account,
credited 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 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 ensure 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 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 and 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 the 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.



- If the Principal Cardholder's Card is cancelled or terminated by either the Principal 13. 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 incurrence 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 DOCTOR EDITION CREDIT CARD PLAZA PREMIUM LOUNGE PROGRAMME

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 Doctor Edition Credit Card ("Card") Terms and Conditions ("the Card Terms and Conditions").

ELIGIBILITY

- 1. The visits ("Visits") to any of the participating airport lounges in Malaysia and Singapore ("Plaza Premium Lounges") managed by Plaza Premium Lounge Malaysia Sdn Bhd ("Plaza Premium") under the Plaza Premium programme is only extended to principal cardholders of the Card ("Principal Cardholder").
- Each new Principal Cardholder is entitled to Visits up to the maximum number of times as stated in the table below, to any of the Plaza Premium Lounges during the first year of membership. Thereafter, the Visits will be availed to Principal Cardholders on an annual basis subject to Principal Cardholders meeting the following criteria and subject to the maximum number of visits as stated below:

Minimum Cumulative Transactions in preceding year*	Retail	Maximum Number of Visits annually
RM 100,000		Four (4)

^{*}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, 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 card protection plan;
 - iv refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions;



- 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) as 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 Cardholder's 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.
- 3. 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 2 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.
- 4. In order to gain access to the Plaza Premium Lounges, Principal Cardholders are required to present their valid Card (i.e Hong Leong Bank Infinite Doctor Edition Credit Card) and boarding pass.
- 5. The Visits are applicable to Plaza Premium Lounges available in Malaysia and in Singapore only.
- 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 Plaza Premium 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 Cardholder's name, Card number, Card status and Card expiry date to Plaza Premium to enable the Principal Cardholder to enjoy the Visits.
- 8. The Bank makes no representation or warranties with respect to the Plaza Premium Lounges and/or the services and facilities provided by Plaza Premium ("Lounge Facilities and Services") and in particular, makes no warranties with respect to the quality of the Plaza Premium Lounges and the Lounge Facilities and Services or their suitability for any purpose nor shall the Bank be liable to the Cardholders and/or Cardholders' guest(s) for any acts or omissions of Plaza Premium in relation to the Plaza Premium 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 Plaza Premium 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 Principal Cardholders' guest(s) (including Supplementary Cardholders) as the case may be, and Plaza Premium and/or the operators of lounges participating in the Plaza Premium Lounge programme. 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(s).
- 12. The use of the Plaza Premium Lounges and the Lounge Facilities and Services shall be subject to the terms and conditions as set out by Plaza Premium. The terms and conditions for the use of the Plaza Premium Lounges are subject to change by Plaza Premium and such changes will be posted on the Plaza Premium's website at www.plazappl.com
- 13. Neither the Cardholders nor the Cardholders' guest(s) shall communicate directly with the operator of any lounges participating in the Plaza Premium Lounge programme on any matters concerning the airport executive lounge access program provided under the Plaza Premium Lounge programme. All queries, complaints, requests for assistance and matters pertaining to the Plaza Premium Lounges and/or the Lounge Facilities and Services are to be taken up with the administrative staff of Plaza Premium 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 Plaza Premium can be contacted via email at malaysia@plaza-network.com or telephone +603 8787 2323.
- 14. The Cardholders and/or the Cardholders' guest(s) shall not hold the Bank and/or Plaza Premium Lounge liable for (i) any direct or indirect loss arising in the event of any airport lounge (including but not limited to the Plaza Premium Lounges) closing or ceasing to participate in the Plaza Premium Lounge programme 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 Plaza Premium Lounge programme (including but not limited to the Plaza Premium Lounges) at any time.
- 15. The Principal Cardholder will cease to enjoy the Visits if the Bank cancels or does not renew the Principal Cardholder's Card and/or the Plaza Premium programme. 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 Plaza Premium Lounge programme.
- 16. The Bank is not obliged and shall not be responsible or liable to ensure the accuracy of information given in any directory, document, design or drawing or other communication supplied by Plaza Premium Lounge.



- 17. In no event shall the Bank be liable for any loss or damage suffered by the Cardholders, the Cardholder's guest(s) 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 Plaza Premium programme, even if the Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 18. 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 Cardholder's guests' breach, contravention and/or no adherence to the Conditions of Use as set out by Plaza Premium and these terms and conditions
- 19. The Bank reserves the right upon giving prior notice to vary (whether by addition, deletion, modification, amendment or otherwise) any of the terms and conditions herein, including changing or withdrawing the Plaza Premium Lounge 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.

20. 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.