

Secured Credit Card with Fixed Deposit Terms & Conditions

- a) This Secured Credit Card with Fixed Deposit is applicable to a Cardholder who is unable to provide relevant supporting income documents as requested by the Bank for the purpose of application of a Credit Card.
- b) For facilitating the issuance of the Secured Credit Card by the Bank, the Cardholder shall open and place a fixed deposit (FD) ranging from a minimum amount of Ringgit Malaysia Two Thousand (RM2,000) up to a maximum amount of Ringgit Malaysia Fifty Thousand (RM50,000) with the Bank and pledge the FD to the Bank as security for the Prescribed Credit Limit assigned to the Secured Credit Card. The Prescribed Credit Limit assigned to the Secured Credit Card will be based on the FD amount pledged at a ratio of 1:1.
- c) The Cardholder agrees that:
 - i. the FD is to be held by the Bank as security for the performance by the Cardholder of the Cardholder's obligations under these Terms and Conditions;
 - ii. the FD amount shall be maintained at all times in such margin of security equivalent to Prescribed Credit Limit of the Secured Credit Card and the Cardholder shall further top-up any additional sum as required by the Bank for the FD amount in the event of an increased of the Prescribed Credit Limit of the Secured Credit Card;
 - iii. the Cardholder shall not withdraw or assign or transfer or create a trust in respect of the FD or otherwise howsoever enter into any arrangement with any person in relation to the FD whereby the whole or any part of any right or entitlement of the Cardholder in respect of the FD will be affected in any manner;
 - iv. the Bank is entitled to the right of set-off and to utilise the FD whether wholly or partly to recover any amount due and credit balance outstanding of the Secured Credit Card owing by the Cardholder to the Bank by providing a seven (7) days' notice to the Cardholder before the Bank exercises such right;
 - v. the FD which has been pledged to the Bank shall continue to be valid and binding for all purposes whatsoever notwithstanding any bankruptcy, death, insanity, or otherwise and it is expressly declared any change as a result thereof shall not in any way affect the Cardholder's liabilities and/or obligations created by this Agreement in relation to any transaction whatsoever whether past, present or future; and
 - vi. in addition to the right of set-off, other general lien or similar right to which the Bank may be entitled in law, the Bank may at any time combine and consolidate all or any of the accounts of the Cardholder with the Bank in the Cardholder's name or to which the Cardholder is beneficially entitled and/or set-off any sum standing to the credit of any such account(s) and including any interest, dividend, profit or other payment howsoever accrued in respect of the Secured Credit Card, whether in Ringgit Malaysia or in any other currency which the Bank may at any time hold against any of the Cardholder's liabilities under the Cardholder's Agreement to satisfy the Secured Credit Card's amount and other money payable under these Terms and Conditions. Where credit balances in any such accounts or any payments being made or moneys received are not in Ringgit Malaysia or in any other mutually agreed currency, the Bank is hereby irrevocably authorised to convert the same and for this purpose, the Ringgit Malaysia equivalent shall be determined by the Bank at the Banks spot rate of exchange then prevailing and where no such rate is available, at the then prevailing spot rate of exchange quoted by a commercial bank selected and approved by the Bank.
- d) The Cardholder hereby represents and warrants that the Cardholder is the sole and beneficial owner of the FD and that the rights of the Cardholder are free from any mortgage or security



- agreement or security interest of any kind and the Cardholder irrevocably and unconditionally undertakes that during the continuance of these Terms and Conditions, the Cardholder will not create, attempt to create or permit to subsist any such mortgage, security agreement or security interest on or over the FD or any part of it.
- e) The FD pledged shall be available for withdrawal fourteen (14) days after the Cardholder's Secured Credit Card is terminated AND upon full settlement of the entire outstanding balances under the Secured Credit Card(s) to the satisfaction of the Bank, whichever is later.
- f) The Bank reserves the right to add, alter, modify, change or vary the terms and conditions contained herein, either in part or whole with notice to the Cardholder.
- g) The Cardholder agrees that the general terms and conditions in the Cardholder Agreement shall be read together with these terms and conditions as an entire agreement. In the event of any discrepancies between these terms and conditions with the general terms and conditions contained in the Cardholder Agreement, these Terms and Conditions shall prevail.
- h) These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Cardholders agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

Deposit products are protected by PIDM up to RM250,000 for each depositor.