

**HONG LEONG TOUCH 'N GO (“TNG”) DEBIT ZING CARD TERMS AND CONDITIONS**

These Terms and Conditions are to be read together as a whole with the General Terms and Conditions of Accounts, Debit Card Terms and Conditions and any other relevant terms and conditions as the Issuing Bank may impose from time to time with twenty one (21) calendar 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.

**1.0 Definitions and Interpretation**

<b>“Appropriate Authority”</b>	means any government or taxing authority.
<b>“Auto Reload Function”</b>	means the function in the TNG Facility which automatically tops up stored monetary value “in the electronic purse with the Auto Reload Value” (at toll lanes operated by Service Providers) when the stored monetary value reaches the Preset Threshold.
<b>“Auto Reload Fee”</b>	means a fee imposed by Touch ‘n Go Sdn. Bhd. (“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.
<b>“Auto Reload Value”</b>	means the fixed monetary value of RM50.00 (or any other value as TNGSB may vary from time to time with prior notice) which will be added to the electronic purse when the stored monetary value reaches the Preset Threshold.
<b>“Cardholder”</b>	means the person to whom and in whose name the Debit Card and Zing Card are issued by the Issuing Bank.
<b>“Debit Card”</b>	means the Hong Leong Debit Card issued by the Issuing Bank.
<b>“Debit Card Terms and Conditions”</b>	means the terms and conditions imposed by the Issuing Bank that governs the issuance and use of the Debit Card.
<b>“Inactive”</b>	means a Zing Card with no card transaction (reload or usage) for a period of twenty four (24) consecutive months.
<b>“Issuance Fee”</b>	means a fee imposed by the Issuing Bank for the issuance of a Zing Card.
<b>“Issuing Bank”</b>	means Hong Leong Bank Berhad (“HLB”) or Hong Leong Islamic Bank Berhad (“HLISB”), the issuer of the Debit Card and Zing Card, and includes its successors-in-title.
<b>“Maintenance Fee”</b>	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.

<b>“Preset Threshold”</b>	means the value of RM50.00 (or such other amount as TNGSB may determine from time to time with prior notice) remaining in the electronic purse in the TNG Chip.
<b>“Processing Fee”</b>	means <u>a fee imposed</u> by TNGSB for processing a request for a refund of any Unutilized Value in the Zing Card.
<b>“Replacement Fee”</b>	means <u>a fee imposed</u> by the Issuing Bank for the replacement of a Zing Card.
<b>“Renewal Fee”</b>	means <u>a fee imposed</u> by the Issuing Bank for the renewal of a Zing Card.
<b>“Retail Purchase Account”</b>	means an Account linked to the Cardholder’s Debit Card to make Retail Purchase Transaction.
<b>“Retail Purchase Transaction”</b>	means an Account linked to a Debit Card to make Retail Purchase Transaction.
<b>“Service Providers”</b>	means the party(ies) who has entered into an agreement with TNGSB to accept TNG as means of payment.
<b>“Tax”</b>	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.
<b>“TNG Chip”</b>	means the chip containing the TNG Facility with the Auto Reload Function embedded in the Zing Card.
<b>“TNG Facility”</b>	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.
<b>“TNGSB”</b>	means Touch’n Go Sdn Bhd, the provider of the TNG Services, and included its successors-in-title.
<b>“TNG Services”</b>	means any services as may be provided by TNGSB from time to time to facilitate payment by the Cardholder of toll, parking fees and any other charges, using the TNG Facility as a mode of payment.
<b>“TNG Terms”</b>	means the terms and conditions of the Zing Card issued by TNGSB for the TNG Services made available via <a href="http://www.touchngo.com.my">www.touchngo.com.my</a>
<b>“Unutilized Value”</b>	means the unutilized stored monetary value in the TNG Chip embedded in the Zing Card.

**“Zing Card”**

means the TNG Card produced by TNGSB and issued by the Issuing Bank bearing the name “Touch ‘n Go Debit Zing Card” containing the TNG Chip with Debit Card facility in relation to the Auto Reload Function and governed by the Debit Card Terms and Conditions and the terms and conditions herein imposed by the Issuing Bank and the Cardholder for the purpose of the Auto Reload transactions.

**2.0 Application and Issuance**

- 2.1 The Cardholder is required to complete the TNG Debit Zing Card Form (“the Application Form”) and submit it to the Issuing Bank together with documents specified in the Application Form to apply for a Zing Card.
- 2.2 The application of the Zing Card and the endorsement of the Cardholder’s signature thereon constitute the agreement by the Cardholder to the terms and conditions herein governing the use of the Zing Card as well as the Debit Card Terms and Conditions governing the issuance and use of Debit 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 Each Cardholder can apply for one (1) Zing Card provided that the Retail Purchase Account is active.
- 2.5 In the case of joint Cardholders with joint Retail Purchase Accounts, both the principal and secondary Cardholders shall be jointly and severally liable for all transactions performed for the Zing Card issued.
- 2.6 The Zing Card may at the sole discretion of the Issuing Bank be issued to the Cardholder subject to the General Terms and Conditions of Accounts, Debit Card Terms and Condition and the terms and conditions herein.

**3.0 Conditions of Use**

- 3.1 The Zing Card must be activated within twelve (12) months from the date of issuance failing which the Zing Card will be automatically deactivated.
- 3.2 The activation and/or first use of the Zing Card by the Cardholder MUST be activated and/or used at any Touch’n Go (TNG) lanes or SmartTag lanes located at all respective toll lanes by scanning the Zing Card and/or with the SmartTag device at the card reader and drive through the toll lanes.
- 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 TNGSB Terms & Conditions.
- 3.4 The Cardholder shall be entitled to utilize the stored value in the Zing Card towards payment for services rendered by the Service Providers authorized by TNGSB.
- 3.5 The Cardholder agrees that the Cardholder shall ensure that usage of the TNG Facility shall be in accordance with the procedures, instructions, guidelines as may be prescribed by TNGSB and the Issuing Bank from time to time.

3.6 The Cardholder shall not sell, damage or tamper the Zing Card or the TNG Chip.

#### **4.0 Fees and Charges**

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

##### **4.1 Issuance Fee**

- (a) The Cardholder will be charged an Issuance Fee for the issuance of a Zing Card and upon each and every issuance of a new Zing Card (unless exempted in accordance with the terms herein) which shall be automatically debited from the Cardholder's Retail Purchase Account with the Issuing Bank.

##### **4.2 Replacement Fee**

- (a) The Cardholder will be charged a Replacement Fee for the replacement of a Zing Card (unless exempted in accordance with the terms herein) which shall be automatically debited from the Cardholder's Retail Purchase Account with the Issuing Bank.

##### **4.3 Renewal Fee**

- (a) All Zing Cards issued are subject to an expiry date. The Zing Card has an estimated lifespan of 64,000 transactions or equivalent to 10 years for very heavy users, whichever occurs first.
- (b) 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 to the Issuing Bank which shall be automatically debited from the Cardholder's Retail Purchase Account with the Issuing Bank.
- (c) Upon expiry thereof, the TNG Chip in the Zing Card shall be totally disabled/rendered unusable and any value remaining therein shall be refundable to the Cardholder in accordance with Clause

##### **4.4 Auto Reload Fee**

- (a) For each successful auto reload, an Auto Reload Fee 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 Retail Purchase Account.

##### **4.5 Processing Fee for Refund of Unutilized Value**

- (a) A Processing Fee will be charged for attending to the Cardholder's request for refund of any Unutilized Value in the Zing Card. All refund of Unutilized Value is subject to the discretion of TNGSB and the Issuing Bank.
- (b) The Processing Fee by TNGSB shall be deducted from the Unutilized Value before the balance of the Unutilized Value in the Zing Card is refunded to the Cardholder's Retail Purchase Account. No refund of any Unutilized Value shall be made unless there is Unutilized Value left in the Zing Card after the deduction of the Processing Fee. No cash refunds will be allowed.
- (c) Any requests for refund of Unutilized Value by the Cardholder in respect of lost, stolen and/or damaged Zing Card and/or any other circumstances shall be subject to the terms and conditions which TNGSB may impose from time to time.
- (d) Notwithstanding anything mentioned in this clause 4.5 to the contrary, all refunds of Unutilized Value shall be subject to the Issuing Bank's right of set-off as contained in the Debit Card Terms and Conditions.

##### **4.6 Maintenance Fee**

- (a) The Maintenance Fee 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.

Fees & Charges Description	Fees & Charges (Subject to Government Tax, if applicable)
Issuance Fee	RM10.00 per card
Replacement Fee (For Lost / Stolen/ Damaged Zing Card)	RM10.00 per card
Renewal Fee	RM10.00 per card
Auto Reload Fee	RM0.50 per reload
Processing Fee on Refund of Unutilized Value	RM5.00 per request
Maintenance Fee (Once every 6 months)	RM5.00

## 5.0 Use of the Auto Reload Facility

- 5.1 TNGSB will automatically reload the predetermined amount to 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. 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 twenty four (24) hours.
- 5.4 Cardholder hereby grants consent and authorization to the Issuing Bank to debit the Cardholder's Retail Purchase 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 prior notice to the Cardholders.
- 5.5 Notwithstanding anything in these terms and conditions, TNGSB and/or the Issuing Bank shall have the right at any time and at their discretion to disable the Auto Reload Function in respect of any Zing Card on any grounds they consider reasonable (including the cases of Zing Cards reported to have been stolen or forged).
- 5.6 Reactivation of the Auto Reload function for the Zing Card may only be effected by the Cardholder contacting the Issuing Bank's relevant Contact Centre at 03-7626 8899 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.

## **6.0 Dispute on Debit Card Transaction**

Any dispute by the Cardholder over any transaction in respect of a Zing Card(s) must be reported to the Issuing Bank within fourteen (14) days of receipt of the relevant Debit Card statement or online transaction history via Hong Leong Connect Internet Banking; failing which the Cardholder shall be deemed to have accepted the entries made up to the date of the last entry in the Debit Card Statement or online account statement as correct and discharge the Issuing Bank from all liabilities.

## **7.0 Notification of Unauthorized Transactions on Theft, Loss, Replacement Card**

7.1 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 For lost or stolen Zing Card, the Cardholder must inform the Issuing Bank within twenty four (24) hours at the Issuing Bank's branches by way of written notice to enable the Issuing Bank to notify TNGSB to invalidate the lost or stolen Zing Card.

7.3 TNGSB will invalidate the lost or stolen Zing Card to prevent further usage within twenty four (24) hours after receiving the notification from the Issuing Bank. The Cardholder shall remain liable for all charges including but not limited to the Auto Reload Function occurring or incurred during the twenty four (24) hours' period.

7.4 After the reporting of the lost or stolen Zing Card, the Cardholder may apply for a replacement Zing Card and request for refund of the Unutilized Value of the invalidated Zing Card. Subject to the discretion of the Issuing Bank and TNGSB, the Unutilized Value may be refunded through the Cardholder's Retail Purchase Account less the applicable Processing Fee and all the relevant applicable charges mentioned in Clause 4 above.

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

7.6 All requests for Zing Card replacement must be made at any of the Issuing Bank's branch.

## **8.0 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 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.

## **9.0 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 these terms and conditions and the Debit Card Terms and Conditions;
- (b) The Zing Card is reported lost or stolen;
- (c) The right of the Cardholder to use the Zing Card is invalidated;
- (d) The TNG Electronic Payment System of TNGSB fails, is changed, improved, upgraded or modified;
- (e) The Cardholder's Retail Purchase Account is Inactive;
- (f) The Cardholder's Debit Card is terminated for any reason whatsoever; or
- (g) The Cardholder self-initiated termination of the Zing Card.

9.2 Without prejudice to Clause 9.1, the Zing Card is terminated:

- (a) When Cardholder notifies the Issuing Bank of his intention to terminate the Zing Card and/or the Debit Card at the Issuing Bank's branch, or
- (b) When the Issuing Bank notifies TNGSB of the termination of the Zing Card or the Debit Card.

9.3 Where:-

- (a) The Card's TNG Facility has been terminated, the Unutilized Value thereof shall be refundable to the Cardholder in accordance with Clause 4.5 thereof and
- (b) Only the Auto Reload Function in the 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.

9.4 Notwithstanding anything herein contained, all applications for any refund on a Zing Card must be lodged with the Issuing Bank within ninety (90) days from the date of the loss, theft, cancellation or termination of the Zing Card.

## **10.0 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 twenty one (21) calendar days' prior notice. The Cardholder shall not be entitled to claim any compensation against TNGSB and the Issuing Bank for any and all loss and damage suffered or incurred by the Cardholder whether as a direct or indirect result of such act of amendments, cancellation, termination or suspension.

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 advertisements in the press, website, via the mailing of notices, or display of notices at TNGSB or the Issuing Bank, or at any of the TNG sales counters or such other means as TNGSB and/or the Issuing Bank shall deem appropriate in its sole and absolute discretion.

## **11.0 Notices**

Notices to be given by the Issuing Bank to the Cardholder shall be in accordance with the General Terms and Conditions of Accounts.

## **12.0 Disclosure**

In addition to the permitted disclosures as set out in the General Terms and Conditions of Account, the Cardholder hereby authorizes the Issuing Bank to provide Cardholder's personal information such as name, NRIC, home address and/or other relevant information concerning the Cardholder to TNGSB and any business alliance partner limited for the purpose of setting cardholder's issues regarding the usage/dispute of Zing Card at any TNG merchant facilities to facilitate the use of the Zing Card, or entitlement of rebates, or for the purposes 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 for disclosing such information. The personal information that may be disclosed to by TNG to its business alliance partner shall include the Cardholder's full name, Touch 'n Go serial number and Zing card number.

## **13.0 Earmarking**

A sum of RM100 or any other sum as determined by the Issuing Bank from time to time with notice to the Cardholder ("Minimum Deposit") will be earmarked from the Cardholder's Retail Purchase Account. The Cardholder must ensure that the Retail Purchase Account maintains the minimum sum of RM100 at all times failing which the Auto Reload Function will be disabled.

**14.0 Pre-loaded Amount in Zing Card**

A sum of RM50 (or any other value as TNGSB may fix from time to time) will be debited from the Cardholder's Retail Purchase Account as a pre-loaded amount in the Zing Card at the point of issuance of the Zing Card.

**15.0 Cancellation of Debit Card**

The Zing Card will be automatically cancelled when the Debit Card is cancelled. The Issuing Bank's branch will uplift the Minimum Deposit earmarked in the Retail Purchase Account upon the expiry of fourteen (14) working days after receiving confirmation from the Issuing Bank's head office.