

MERCHANTRADE MONEY BUSINESS VISA PREPAID CARD AGREEMENT

IMPORTANT

Please read very carefully the terms and conditions herein and only use your Card if you are agreeable to the terms and conditions herein. By using your Card, you shall be deemed to have accepted the terms and conditions in this Agreement and shall be bound by them.

GENERAL

In consideration of Merchantrade Asia Sdn. Bhd. (Registration No. 410591-T) (hereinafter called "Merchantrade") agreeing to make available the Card to the Cardholder on behalf of the Company, the Cardholder and the Company hereby agrees to be bound by the following terms and conditions:

1. DEFINITIONS AND INTERPRETATIONS

1.1	"3D Secure" means the secure protocol designed to ensure enhanced security and strong authentication for each Cardholder(s) when a Cardholder uses his/her Card for online purchases that require OTP. It is also called "Verified by Visa"	
1.2	"Agreement" means this Merchantrade Money Business Visa Prepaid Card Agreement including any addendums that may be added by Merchantrade from time to time.	
1.3	"Authorised Person" means an employee or an individual authorized by the Company to access and manage the Business Master Account on behalf of the Company and to delegate funds into specific Cardholder(s) Card Designated Account from the Business Master Account.	
1.4	"ATMs" means automated teller machines.	
1.5	"Business Day" or "Business Days" means any day (excluding Saturdays, Sundays and Public Holidays) on which banks are open for business in Kuala Lumpur, Malaysia.	
1.6	"Card" or "Card(s)" means the Merchantrade Money Business Visa Prepaid Card issued by Merchantrade to the Company for the use of Cardholder(s) as proposed by the Company and authorized by Merchantrade.	
1.7	"Cardholder" or "Cardholder(s)" means an individual / individuals whom is/are issued with the Card/Card(s) as proposed by the Company and authorized by the Merchantrade.	
1.8	"BusinessMaster Account" means the master Merchantrade Money Business Visa Prepaid Card Account which is non-interest bearing to be opened and maintained by Merchantrade for the Company and from which the Company may:- (i) access the Transactions history and available fund balances; and/or (ii) store and delegate funds for cash withdrawals or payment of any purchases of goods and/or services by Cardholder(s) including any other applicable fees, charges and/or taxes to be deducted or debited.	
1.9	"Card Designated Account" means a specific account designated by Merchantrade to each Cardholder(s) as authorised by the Company for purposes of:- (i) accessing the Cardholder(s) Transaction(s) history and available fund balances; and (ii) cash withdrawals or payments of any purchases of goods and/or services by Cardholder(s).	
1.10	"Business Master Account Balance" means the funds available in the Business Master Account which shall not fall below the Minimum Stored Value (if applicable).	
1.11	"Contactless Reader" means a point-of-sale device at which a Card may be used on contactless mode to execute Transactions.	

	1.12	“Company” means a Company / Sole-Proprietorship / Partnership / Association who opened and maintains a Business Master Account with Merchantrade.
	1.13	“Corporate Web Portal” means (i) Merchantrade’s corporate web portal in which:- (i) the Company has access to via login using the Company’s Business Master Account credentials and/or (ii) the Cardholder(s) has access to via login using the Cardholder(s) Card Designated Account credentials or any such other sites as Merchantrade may determine from time to time.
	1.14	“Corporate Mobile Application” means the mobile software application downloaded and installed by:- (i) the Authorised Person of the Company into a Mobile Device in order to obtain access to the Card Master Account; or (ii) the Cardholder(s) into a Mobile Device in order to obtain access to their Card Designated Account.
	1.15	“Corporate Online Account” means the online account opened by the Company via the Corporate Web Portal or Corporate Mobile Application in order to obtain access to the applicable Mobile Transaction Services which comprises Reload, Top-up, viewing of Company / Cardholder Transactions and any other Mobile Transaction Services determined by Merchantrade from time to time .
	1.16	“Cardholder Online Account” means the online account opened by the Cardholder via the Corporate Web Portal or Corporate Mobile Application in order to obtain access to the applicable Mobile Transaction Services enabled by Merchantrade at the request of the Company.
	1.17	“Customer Service Help Desk” means Merchantrade’s Customer Service Help Desk at +6 03 8313 8606 or +6 03 8318 8606 or such other changes to the numbers as provided by Merchantrade to the Company.
	1.18	“E-Statement” means the monthly statement setting out the Transaction history [as well as the balance available in the Card Account] accessible by the Company from the Web Portal and/or Mobile Application.
	1.19	“Joining Fee” means the one-time deposit of RM20.00 and a joining fee of RM20.00 for each Card which is activated by a Cardholder or such other amount as may be specified by Merchantrade from time to time, chargeable by Merchantrade and payable by the Company to Merchantrade..
	1.20	“Listed Currency” or “Listed Currencies” means one or more currencies listed under the list of currencies on the selected Cardholder’s Cardholder Online Account.
	1.21	“Listed Currency Wallet” means Wallets loaded with or holding the respective Listed Currency.
	1.22	“Merchant” or “Merchants” means any retailer, or any other person, firm or corporation, its employees, servants or agents that agrees to accept the Card(s) and have agreed to provide goods and/or services to the Cardholder(s) upon presentation of the Card(s) by the Cardholder(s) and upon the terms and conditions herein
	1.23	“Maximum Card Value” has the meaning prescribed in Clause 8.2 of this Agreement.
	1.24	“Mobile Device” means the mobile phone or such other communication device which is compatible to be used to access the applicable Mobile Transaction Services.
	1.25	“Mobile Transaction Services” means the Services which may be accessed by the Authorised Person from the Corporate Online Account or Cardholder(s) from the Cardholder Online Account via the Internet, Mobile Device or any other electronic medium.

	1.26	“Non-Listed Currency” means any currency that is not a Listed Currency.
	1.27	“OTP” means One Time PIN which is a 6-digit code generated by Merchantrade to facilitate Cardholder(s) 3D Secure online transactions and/or Card PIN creation/change and/or Corporate Web Portal / Corporate Mobile Application transactions. This OTP is only valid for one session or transaction, on a computer system or digital device.
	1.28	“Person In Charge” or “PIC” means an employee or an individual of the Company who is authorized by the Company to register the Company as a user of the Business Master Account with Merchantrade.
	1.29	“Personal Data” shall have the same meaning prescribed in Personal Data Protection Act 2010.
	1.30	“PIN” means the personal identification number created by the each Cardholder(s) on the Card(s) issued to them whereby each Cardholder(s) must enter his/her PIN to complete Transactions as and when PIN entry is required by ATMs and/or any point-of-sale devices.
	1.31	“Prevailing Rate” means the indicative prevailing exchange rates displayed on the Corporate Web Portal and/or Corporate Mobile Application in relation to the Listed Currencies.
	1.32	“Product Disclosure Sheet” means a disclosure document about the Card, including but not limited to its features, fees, charges and benefits.
	1.33	“Services” means the products and services made available to the Cardholder by Merchantrade from time to time.
	1.34	“Stored Value Currency” means currency in Ringgit Malaysia.
	1.35	“Suspense Account” means a separate account in which any balance in excess of the maximum stored value will be transferred to and stored.
	1.36	“Top-Up” means the top-up amount or further reload amount deposited by the Company from the Business Master Account into the Card Designated Account which shall not cause the Card Designated Account to exceed the maximum Card Value at any given time or such other amount as may be determined by Merchantrade for cash withdrawal or the purchase of goods and/ or services from the Merchants by the Cardholder in accordance with the terms and conditions herein.
	1.37	“Top-Up Channels” means the available channels for the initial reload and/or subsequent reloads by the Company as identified by Merchantrade from time to time. The available channels are not fixed and may be changed or replaced by Merchantrade from time to time. The latest details of the Top-Up Channels can be found on the Website.
	1.38	“Transaction” or “Transactions” means any type of transaction effected through or in connection with the use of the Card by the Cardholder, including but not limited to, the Mobile Transaction Services, online inquiries and any other electronic mode of communications relating to the Card.
	1.39	“Visa” means Visa Inc., P.O. box 8999, San Francisco, CA 94128, United States of America and includes its successors-in-title and assigns.
	1.40	“Visitor” means any individual who is not the Company / Cardholder(s) that accesses the Corporate Website or the Corporate Web Portal.
	1.41	“Wallets” mean the separate wallets within the Cardholder(s) Card Designated Account that holds one or more of the Listed Currencies.

	1.42	“Wallet Limit” means the maximum amount of money that can be stored in the different types of wallet held by the Cardholder as approved by the Central Bank of Malaysia (Bank Negara Malaysia).
	1.43	“Website” means www.merchantrademoney.com.
	1.44	Unless repugnant to the context herein in these Terms:-
	(a)	reference to a particular gender shall be deemed to include a reference to the other gender.
	(b)	reference to singular shall include the plural and vice versa.
	(c)	reference to word “include” or “including”, wherever appearing in these Terms shall be read as if the word “without limitation” is inserted thereafter.
2.	ELIGIBILITY	
	2.1	The Company shall be a registered entity either under the Companies Commission of Malaysia / Registrar of Association of Malaysia and is eligible to apply and use the Card and Services.
	2.2	Company must meet the due diligence requirements imposed by Merchantrade and applicable laws.
	2.3	A Visitor who accesses the Corporate Website or the Corporate Web Portal or avail the Services acknowledges that he may be violating the applicable laws and agrees to be solely and absolutely liable for any liabilities arising therefrom and undertakes to indemnify Merchantrade against any loss incurred by Merchantrade pursuant thereto.
3.	EVIDENCE OF AGREEMENT	
	3.1	The Company’s agreement to the use of the Card shall be subject to Authorised Person successfully completing the digital application found within the Corporate Website / Corporate Mobile Application. For avoidance of doubt, the Authorised Person shall upload all relevant incorporation / identification documents of the Company as required by Merchantrade through the Corporate Website or Corporate Mobile Application.
4.	APPLICATION & ACTIVATION OF THE CARD(S)	
	4.1	There are 2 channels to apply for the Card. i.e. (i) through the Corporate Web Portal; or (ii) through the Corporate Mobile Application. Merchantrade may however introduce other channels for application of the Card from time to time (e.g. sales booths or self-service kiosk or Electronic Terminal or sales channel as approved by Merchantrade from time to time).
	4.2	In order to apply for the Card with a wallet size of up to the Maximum Card Value, the PIC must on behalf of the Company complete the digital application form (hereinafter referred to as the “Standard Application Form”) found either within the Corporate Web Portal or the Corporate Mobile Application and upload documents in relation to the Company’s incorporation. Additionally, the PIC shall upload image copies of his/her identification card or passport and/or work permit together with the identification card copies of the:- (i) directors and shareholders if the applicant is a company; or (ii) sole-proprietor if the applicant is a sole-proprietorship; or (iii) partners if the application is a partnership. Original identification documents should be presented to Merchantrade for its verification if requested by Merchantrade. A wallet size of RM3,000 can only be considered by Merchantrade if original identity documents are not presented to Merchantrade or if the validity of the identity documents i.e. passport / work permit has expired during the Card on-boarding process.

	4.3	The Company agrees and acknowledges that the Card(s) application are subject to a Joining Fee which are to be paid during the registration process and the successful registration of the Company shall constitute the Company's acceptance of the terms and conditions of this Agreement. In the event the Card(s) application is rejected by Merchantrade, the Company agrees and acknowledges that Merchantrade shall not refund the Joining Fee to Company	
	4.4	The Company acknowledges and agrees that Merchantrade may refuse to accept the Card(s) application without being under any obligation to inform the Company of its reason for such refusal and such decision shall be final and conclusive.	
	4.5	The Company further agrees that Merchantrade shall not, in any manner whatsoever, be held responsible for any loss incurred and/or damage suffered by the Company and/or Cardholder(s) as a result of Merchantrade's failure to activate the Card(s).	
	4.6	The Company shall immediately inform Merchantrade of any changes in the particulars provided in the Standard Application Form in accordance with Clause 48 below. Additionally, the the PIC shall be responsible to inform Merchantrade if there is any changes to the Cardholder(s) particulars.	
	4.7	The Company further agrees that the Card(s) application may be accepted and the Card(s) may be issued by Merchantrade at its sole discretion to the Company for the Cardholder(s) use.. The Card(s) can be activated by Cardholder(s) via the Corporate Mobile Application only. Activation of the Card by the Cardholder shall constitute the Cardholder(s) acceptance of the terms and conditions of this Agreement.	
	4.8	Each Cardholder(s) as authorised by the Company to use the Card(s) shall sign on the Card immediately upon receipt of the Card either from the Company to the Cardholder directly or Merchantrade to the Cardholder's mailing address The Company acknowledges that Merchantrade shall solely rely on the Cardholder's mailing address information that has been furnished by the Company to Merchantrade.	
	4.9	The Card shall be valid for such period indicated on the face of the Card unless terminated earlier in accordance with this Agreement.	
	5.	USE OF THE CARD	
	5.1	Subject to the terms and conditions of this Agreement, the Company agrees and acknowledges that the Cardholder(s) may use the Card(s) for such Transactions set out in Clause 10 below or any other Transactions the Company may determine from time to time at the consent and as permitted by Merchantrade. For greater clarity, Merchantrade may not make available such other services which are currently being offered to individual Merchantrade Money Visa Prepaid Card account holders apart from the Services specified under this Agreement.	
	5.2	The Company and the Cardholder(s) acknowledges that the Card(s) is non-transferable and the Card(s) shall only be used exclusively by the Cardholder(s) and shall not give the Card to any other third party or allow them to use it to effect Transactions.	
	5.3	The Company shall ensure that the Cardholder(s) take all reasonable precautions to prevent the Card(s), including but not limited to the Card number, the Card PIN, OTP, the password, any internet password and internet identity number/code or any other security details relating to the Card(s) or Card Designated Account (the "Card Security Details") from being misused or being used to commit fraud. These precautions include but not limited to:-	
		(a)	Cardholder(s) signing the Card as soon as it is received from Merchantrade or the Company and complying with any security instructions provided;

		(b)	protecting the Card, the Card PIN, OTP and any Card Security Details;
		(c)	destroying any notification of the OTP and/or any Card Security Details;
		(d)	not writing down the Card PIN, OTP and/or the Card Security Details nor disclosing them to any other person under any circumstances or by whatever means (including persons in apparent authority, family members or spouse), and the Company together with the Cardholder shall be fully responsible and liable for all transactions effected by the use of the Card PIN or OTP whether with or without knowledge or authority of the Company or the Cardholder;
		(e)	not allowing another person to see his/her Card PIN and/or OTP and/or any Card Security Details at all times;
		(f)	not selling, damaging, manipulating, replicating or tampering with the Card or do any act of modification to the Card;
		(g)	regularly checking that the Cardholder still has his or her Card;
		(h)	ensuring that the transaction amount is correct before the Cardholder signs any vouchers or transaction records given to him or her by any Merchants or financial institutions or before the Cardholder enters Card PIN and/or OTP at the Merchant's point-of-sale device and/or at any electronic banking terminals;
		(i)	keeping Card receipts securely and disposing of them carefully;
		(j)	remembering to retrieve Card after use;
		(k)	contacting Merchantrade or the Company immediately relating to any suspicious matter or problem regarding the use of the Card at a device or terminal; and
		(l)	checking the monthly E-Statement promptly and regularly and reporting any suspicious activities immediately.
	5.4		The Company and/or Cardholder(s) acknowledges that the Company and/or Cardholder(s) shall be solely liable for the Cardholder(s) failure to comply to any of the precautions provided under Clause 5.3 of this Agreement.
	6.		CARD IS THE PROPERTY OF MERCHANTRADE
	6.1		The Card shall remain the property of Merchantrade at all times, and the Company shall surrender the Card to Merchantrade on demand, failing which Merchantrade reserves the right to withdraw or suspend the Card and/or services offered thereby at any time without prior notice to the Company and/or Cardholder, and where Merchantrade deems fit, to terminate the use of the Card without assigning any reasons whatsoever. The Card may only be used subject to the conditions of use, instructions and guidelines as may be prescribed by Merchantrade from time to time.
	7.		PERSONAL IDENTIFICATION NUMBER ("PIN")
	7.1		Merchantrade will send a temporary PIN (i.e., OTP) via Short Messaging Service (SMS) to each Cardholder(s) Mobile Device(s) at his or her own risk or by whatever means Merchantrade deems fit. Each Cardholder(s) shall create his/her Card PIN via / Corporate Mobile Application. The Card PIN is a secret 6-digit number chosen by each Cardholder(s).

	7.2	The Company and each Cardholder(s) acknowledges that the PIN serves as a means of authenticating and verifying the Cardholder(s) identity for the purposes of Transactions and hereby authorises Merchantrade to accept, follow and act upon all requests or instructions when identified by the PIN and Merchantrade shall not be liable for acting upon such requests or instructions notwithstanding any error, fraud or forgery, lack of clarity or misunderstanding in respect of such requests or instructions.
	7.3	The Company agrees to ensure that each Cardholder(s) agrees to act responsibly with regard to the Website, Corporate Mobile Application and Corporate Web Portal, Transaction, Services and their use. Subject to this Clause 7.3 , each Cardholder(s) shall not access the same if his or her computer or Mobile Device is not free of malware or viruses, and shall not violate any laws, interfere or disrupt computer networks, impersonate another person, gain any unauthorized entry or interfere with the Website, Corporate Web Portal or Corporate Mobile Application's systems and integrity.
	7.4	If a Cardholder has forgotten his or her Card PIN, the Cardholder will be able to create a new Card PIN via the Corporate Mobile Application. In the circumstances, Merchantrade will issue the Cardholder with a temporary PIN (i.e. OTP) to the Cardholder's Mobile Device and the Cardholder shall create a new Card PIN via the Corporate Mobile Application by validating the temporary PIN (i.e. OTP) of his/her own choice.
	7.5	In the event of lost or stolen Card as reported by the Company or the Cardholder and upon Merchantrade agreeing to issue the Cardholder with a new Card, a temporary PIN (i.e. OTP) for the new Card will also be issued by Merchantrade. The Cardholder will not be able to use the existing PIN for the new replacement Card. The Cardholder has to create a Card PIN of his / her choice.
8.	TOP-UP VALUE	
	8.1	The Company agrees and acknowledges that all top-up made from the Company's bank account to the Business Master Account shall be in MYR and as prescribed by Merchantrade to the Company from time to time.
	8.2	Subject to Clause 8.1 of this Agreement, each Cardholder(s) can only transact and use the Card up to a maximum value that is stored in his/her Card Designated Account credited from the Business Master Account by the Company from time to time. As such, the Company may at any given time increase the Card Designated Account balance for Cardholder(s) through Top-Up from the Business Master Account provided that the value of the Card(s) does not exceed the Maximum Card Value.
	8.3	The Company and the Cardholder agrees and acknowledges that the Top-up shall only be made from the Business Master Account to the Card Designated Account in MYR subject to the Maximum Card Value.
	8.4	If a Top-up causes the Card Designated Account balance to exceed the Maximum Card Account value, the Top-up will either be rejected by Merchantrade or will be handled by Merchantrade in the following manner:-
	(a)	The excess amount will be transferred to a Suspense Account (which amount will be notified to the Company) and will not be made available within the Card Designated Account or Business Master Account.
	(b)	At the end of each Business Day, and subject always to the Card Designated Account balance being below the prescribed Maximum Card Account value, an amount equivalent to the amount in the Suspense Account or such lower amount as the case may be, will be debited from the Suspense Account and credited into the Card Designated Account, but

			subject always to the new balance in the Card Designated Account not exceeding the prescribed Maximum Card Account value.
	8.5		Pursuant to Clause 8.1 of this Agreement, the Company agrees and acknowledges that all top-up to the Business Master Account shall not be considered to have been made until Merchantrade has received and processed the actual good value for the relevant top-up from the Company. Merchantrade shall not be liable for any delay in crediting such reloads in the Business Master Account for use.
	8.6		Merchantrade shall not be responsible or held liable for any disputes (or loss) in relation to any excess amount if there is any attempt, have attempted or Top-up in excess of the Maximum Card Account value, and Merchantrade reserves the right to take any action that may deem necessary, including blocking, suspending and/or terminating and cancelling the Card(s) which is bound to the Business Master Account if the Company has persistently attempted to do so, despite the Maximum Card Account value stipulated to the Company.
	8.7		Merchantrade may suspend, revoke and/or block any top-up by the Company into the Business Master Account if Merchantrade suspects that such reloads are irregular or illegal.
	9.		MANNER OF USE
	9.1		The use of the Card or Card PIN or OTP as well as services, functions and facilities available in connection with the Card, including the Mobile Transaction Services by the Cardholder(s) and/or the Company, shall be subject to these terms and conditions (as may be varied, modified or supplemented by Merchantrade from time to time in accordance with Clause 29) and to the compliance with such requirements, limitations and procedures as may be imposed by any regulatory authority or Merchantrade from time to time.
	9.2		The Cardholder(s) may use the Card(s) to effect a transaction (whether by way of payment for purchase of goods or services from any Merchants and/or cash withdrawal at any ATMs that display the VISA PLUS logo) provided the Cardholder(s) has sufficient Card Designated Account balance.
	9.3		The Cardholder(s) shall be responsible for all goods and services tax and all other taxes that may be imposed on or payable in respect of any amount required to be paid under this Agreement or any Transaction(s). The Cardholder(s) on behalf of the Company hereby authorises Merchantrade to debit the amount for all sales and services tax and all other taxes and any applicable fees and charges to his or her Card Designated Account without prior notice. For further details, please log on to the Website.
	9.4		The Cardholder shall be solely responsible to ensure that the transaction amount is correct before effecting his or her payment. By signing a sales transaction slip or entering the Card PIN or OTP or otherwise using the Card at any electronic point of sale terminal, it is deemed that the Cardholder has agreed to the transaction and confirmed the amount is correct.
	9.5		The Company and the Cardholder(s) acknowledges that services relating to the Card may be inoperative or interrupted from time to time, and if it occurs, Merchantrade shall not be liable or responsible for any interruption on the use of the Card.
	9.6		The Company and the Cardholder(s) further acknowledges that the terms and conditions, the availability and the use of the Card shall, where applicable, be subject to Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and all rules, regulations, guidelines, notices and restrictions issued by Bank Negara Malaysia, Visa and any other relevant bodies or authorities having jurisdiction over Merchantrade, where applicable.
	10.		USE OF THE CARD(S)
	10.1		Cash Withdrawals from ATM

		(a)	The Cardholder may perform cash withdrawals at any ATMs that display the Visa Plus logos, and it shall also be governed by the relevant bank's ATM terms and conditions in addition to this Agreement, subject always to there being sufficient funds in his or her Card Designated Account. The use of the Card to perform a cash withdrawal shall be deemed to constitute the Company's and the Cardholder's agreement to pay all applicable fees and/or charges as may be prescribed from time to time.
		(b)	the Cardholder shall not make any cash withdrawals from any ATMs which exceed any prescribed withdrawal limitation of the ATM or any other limits, conditions and amount as may be determined by the Company at the approval of Merchantrade or the respective ATM networks.
		(c)	Any cash withdrawals performed outside Malaysia shall only be in foreign currency of that particular country or jurisdiction.
	10.2	Pre-Authorisation	
		(a)	"Pre-Authorisation" is a procedure where the systems will automatically pre-book an amount from the Cardholder(s) Card Designated Account for certain Transactions including petrol, hotel and parking transactions. When the Card is used to perform petrol transaction(s), a prebooked amount of RM200 or such other prescribed amount (if applicable) will be reserved in the Cardholder(s) Card Designated Account and will not be made available for use by the Cardholder(s). Any excess pre-booked amount (which represents the difference between the transaction value and the prebooked amount) will automatically be released and made available for use by the Cardholder(s) at approximately T+3 days (Note: T = Transaction date) or such other period as may be determined from time to time once the acquiring bank claims for the actual purchase value from Merchantrade. For hotel and parking transactions, the pre-booked amount will be reserved in the Cardholder(s) Card Designated Account and will not be made available for use by the Cardholder for a maximum 30 days or such other period as may be determined by Merchantrade from time to time.
	10.3	Transaction With Merchants	
		(a)	In addition to the right to purchase good and/or services from the Merchants, the Cardholder may be entitled to obtain such discounts, benefits and privileges as Merchantrade may from time to time notify the Cardholder PROVIDED THAT the Card shall be valid during the time of purchase and has not been cancelled by Merchantrade for any reasons whatsoever.
		(b)	The tendering of the Card by the Cardholder(s) to Merchants for purchase of goods and/or services does not imply any obligation on Merchantrade that the Card will be honoured by the Merchants upon its presentation or use. Any complaint in respect of the refusal of any Merchants to accept the Card shall be resolved directly with such Merchants. The Company and/or Cardholder(s) agrees that the Company and/or Cardholder(s) shall not be entitled to set-off or counterclaim against Merchantrade or to withhold payment to Merchantrade on account of such complaint or under any circumstances whatsoever in respect for any payment made to any Merchants notwithstanding any claim or dispute that the Cardholder(s) and/or Company may have against the Merchants.
	10.4	Transactions With Merchants	
		(a)	All Transactions with Merchants carried out by the Cardholder(s) at Merchant outlets, online transactions and/or via the Corporate Mobile Application and/or via any platform made available by the Merchants shall firstly be made in the currency of the jurisdiction

			where the Transaction took place or in the currency in which the Transaction is denominated.
		(b)	If there are insufficient funds in a particular Listed Currency Wallet comprised within the Cardholder(s) Card Designated Account to pay for the Transaction, the balance of the Transaction will be automatically processed using other Listed Currencies held in the respective Listed Currency Wallet(s) in the following order of priority: MYR, USD, SGD, GBP, AUD, IDR, EUR, THB, YEN, SAR, CNY, TWD, HKD, KRW, INR, PHP, CAD, NZD, AED, CHF and VND. If, following use of the available balances of all Listed Currencies, there are still insufficient funds to pay for the Transaction, the Transaction shall be declined. If Merchantrade changes the list of Listed Currencies available to the Cardholder or the order of priority, the Company and the Cardholder(s) will be notified of the same, whether directly and/or through the Website.
		(c)	A Transaction may also be carried out in a Non-Listed Currency. Where (i) there is a conversion of available Listed Currencies in a situation of insufficient funds; or (ii) the Transaction is denominated in a Non-Listed Currency, the rate of conversion which applies will be the prevailing exchange rate as determined by Visa as at the date it is processed by Visa, and Merchantrade may impose a service fee of one per centum (1%) on the transaction amount after conversion or such other rate as may be determined by Merchantrade from time to time, and Merchantrade is irrevocably authorized by the Company and Cardholder(s) to debit such service fee from the Cardholder's Card Designated Account on the converted amount of such purchases. The rate and service fee determined by Visa and Merchantrade respectively shall be final and binding on the Cardholder(s).
	10.5	Card Not Present & Overseas Transaction	
		(a)	Unless expressly authorised by the Company, the Cardholder(s) are only allowed to make domestic transactions and 3D Secure (online transaction with one time PIN/OTP authentication) transactions in order to safeguard and promote the Card security features. All overseas transactions and Non-3D Secure (inclusive mail order and telephone order) transactions will be disabled by default. The Company may request Merchantrade to activate overseas and/or Non-3D Secure and/or Card-Not-Present transactions during the Card application process or after the Card is issued for specific Cardholder(s).
		(b)	For all online transactions and transactions via Corporate Mobile Application, the Company and the Cardholder(s) agrees that any entry of the Cardholder(s) Card information (and OTP, if required) shall be regarded as a genuine and legitimate instruction from the Cardholder(s), and Merchantrade is under no obligation to verify the identity or the authority of the person entering the Card information or OTP. Merchantrade reserves the right, at its sole and absolute discretion, to refuse or reject any such transaction if Merchantrade doubts its authenticity or it is suspicious or unlawful, but Merchantrade shall not be obliged to investigate the transaction.
	11.	CUSTOMER SERVICE	
	11.1	Customer service enables the the Cardholder(s) to communicate with Merchantrade wherein the Cardholder(s) may make a request to Merchantrade by accessing this portal through a call at +603-83138606 / +03-83188606 or at customerservice@merchantrademoney.com to do the following: -	
		(a)	real-time online chat in the app with a Customer Service Personnel;
		(b)	general inquiries/complaints;
		(c)	eWallet PIN Reset;

		(d)	cancellation of transaction; and
		(e)	amendment of transaction.
	11.2	Each request from the Cardholder(s) shall be first verified, validated and processed by Merchantrade. Merchantrade reserves the right to contact the Cardholder(s) via email, SMS or calls to conduct further verification. Any request for cancellation of transaction or amendment of transaction will be declined or rejected if the request is made after the money has been remitted to the Merchants from the Cardholder Designated Account. All inquiries as to the Cardholder(s) transactions or to obtain a transaction summary may be done through this portal.	
	12. MULTI CURRENCY		
	12.1	The Listed Currency	
		(a)	Listed Currency Wallet will be created for specific Cardholder(s) in the Card Designated Account at the request and authorisation of the Company.
		(b)	The Company and the Cardholder(s) agrees and acknowledges that Merchantrade may at its sole discretion add, remove, suspend or block any of the Listed Currencies.
	12.2	Loading of Funds to the Card(s) and Conversion of Fund(s) by Cardholder(s) into other Listed Currency(s)	
		(a)	The loading of funds to the Card Designated Account can only be in Ringgit Malaysia (interchangeably referred as "MYR" hereunder).
		(b)	At the authorisation of the Company, Cardholder(s) can convert the MYR funds in the Card Designated Account into any other Listed Currencies and from any other Listed Currencies into MYR. For the avoidance of doubt, Cardholder(s) cannot convert a Listed Currency (other than MYR) into another Listed Currency.
		(c)	Subject to Clause 12.2(b) , conversions to the respective Listed Currencies can only be made at the Corporate Web Portal, via the Corporate Mobile Application and/or any other means as Merchantrade may determine from time to time through the Website.
		(d)	In respect to any conversion of the Cardholder(s) funds within the Card Designated Account to a particular Listed Currency, the final rate of conversion will be at the applicable exchange rate determined by Merchantrade at the point of execution of the conversion by the Cardholder(s). This rate may differ from the Prevailing Rate that the Cardholder(s) may see at the time of enquiry, as the Prevailing Rate is only an indicative rate. This rate as determined by Merchantrade shall be final and - binding on the Cardholder(s).
		(e)	Once the Cardholder(s) has carried out the conversion, the Cardholder(s) cannot reverse or undo the said conversion within the same transaction. Subject to Clause 12.2(b) , the Cardholder(s) may however carry out another conversion in a subsequent transaction.
		(f)	Notwithstanding the above, the Company and Cardholder(s) acknowledges that Merchantrade reserves the right to block, suspend or decline any request by the Cardholder(s) for conversion into any of the Listed Currencies at its sole and absolute discretion.
		(g)	Merchantrade shall not be liable to the Company and/or the Cardholder(s) in the event of any delay in crediting of such funds into the respective Listed Currency Wallet(s).

13.	CARD WITH CONTACTLESS TRANSACTION ENABLED FEATURES		
	13.1	The Company and Cardholder(s) acknowledges that the Card(s) will incorporate a feature which enables the Card(s) to be utilised to pay for goods and services by tapping the Card(s) at Contactless Readers/Terminals. This Card(s) and the related contactless devices and terminals will carry Visa payWave logos. If the Company chooses not to have this contactless mode feature for the Card(s) to be utilised by the Cardholder(s), the Company must notify Merchantrade to disable it.	
	13.2	The contactless transaction exceeding an amount (per transaction amount or cumulative amount for the day) specified by the Company to Merchantrade will require the Cardholder(s) to enter his/her Card PIN at the point-of-sale terminals.	
	13.3	The Company and Cardholder(s) acknowledges and agrees that the use of the performance of contactless transaction is at the absolute risk of the Cardholder(s) and the Company and Cardholder(s) shall be liable for all contactless transactions regardless of whether or not the transactions were authorised by the Cardholder(s). All contactless transactions will be deemed to have been properly authorised by the Cardholder(s).	
14.	LOSS/THEFT/UNAUTHORISED USE OF CARD		
	14.1	The Company shall ensure that Cardholder(s) keep his or her Card, Card PIN, OTP and Card information secure and use all reasonable precautions to prevent the loss, theft or unauthorised use of the Card and ensure that his or her Card PIN and/or OTP and/or Card information is not disclosed to any other person. The Company and Cardholder(s) agrees that the Cardholder(s) shall be fully and solely responsible and liable for all transactions effected by the use of the Card(s) including online transactions and transactions via Corporate Mobile Application and/or the Card PIN and/or OTP and/or the Card information whether authorised or unauthorised.	
	14.2	In the event the Card(s) in the possession of the Cardholder(s) is lost, stolen or suspected of being compromised or used in an unauthorised way or Card PIN and/or OTP and/or Card(s) information is disclosed to any unauthorised person, the Company or Cardholder(s) shall notify Merchantrade immediately of the same by calling the Customer Service Help Desk followed by a written confirmation, facsimile and/or electronic mail. In certain circumstances, Merchantrade may also require the Company or the Cardholder(s) to lodge a police report of the loss, theft or disclosure and provide a copy of the police report and any other information that Merchantrade may require. Merchantrade reserves the right not to entertain any claims of lost or stolen Card(s) if the information given by the Company or the Cardholder(s) is deemed incomplete.	
	14.3	The Company and the Cardholder(s) shall remain fully and solely responsible and liable for all transactions carried out using the Cardholder(s) Card including online transactions and transactions via Corporate Mobile Application prior to the Card Designated Account being blocked by Merchantrade.	
	14.4	Merchantrade may, at its absolute discretion, resolve that the Company and each Cardholder(s) liability be limited to RM250.00 (Ringgit Malaysia Two Hundred and Fifty only) provided that the Cardholder(s) has not acted fraudulently or compromised the security aspect of the Card(s) or the online system or Corporate Mobile Application and that the Company or Cardholder(s) has immediately given the required notification under Clause 14.2 above. In this regard, the exercise of Merchantrade's discretion is final and binding.	
	14.5	If the lost or stolen Card is subsequently recovered after a new replacement Card is issued, the Company or Cardholder(s) shall immediately return to Merchantrade the old Card, cut in half across its microchip and magnetic strip.	
15.	REPLACEMENT CARD		

	15.1	During the validity period of the Card(s), subject to payment by the Company of any replacement Card(s) fee imposed by Merchante, replacement Card(s) shall be issued, at Merchante's discretion, in the following circumstances:-
	(a)	due to loss or theft of the Card(s) by the Cardholder(s); or
	(b)	due to faulty, damaged or defective Card(s) arising from the Cardholder's own negligence.
	15.2	The balance from the blocked Card Designated Account or defective Card Designated Account will be transferred back to the Cardholder(s) replacement Card(s) Designated Account upon activation of the replacement Card(s) by the Cardholder(s)
	15.3	Subject to Clause 15.2, in the event the Company does not wish to provide Cardholder(s) with the replacement Card(s), the particular Cardholder(s) Card Designated Account shall be terminated and the balance from the blocked Card Designated Account or defective Card Designated Account will be transferred back to the Business Master Account accordingly.
16.	EXPIRY OF CARD(S)	
	16.1	All Card(s) held by the Cardholder(s) shall not be valid or useable upon its expiry. The expired Card(s) will need to be replaced with new Card(s) subject to a renewal fee being imposed by Merchante to the Company. Such replacement of expired Card(s) may only be carried out upon written request by the Authorised Person to Merchante.
	16.2	In the event that there is a balance of funds remaining in the expired Card Designated Account, Merchante shall transfer the balance from the expired Card Designated Account to the new Card Designated Account upon activation of the new Card(s) by the Cardholder(s).
	16.3	In the event that upon the expiry of the Card(s), the Company does not wish to issue the Cardholder(s) with a new Card, the particular Cardholder(s) Card Designated Account shall be terminated and the balance from the expired Card Designated Account shall be transferred by Merchante to to the Business Master Account accordingly.
17.	CANCELLATION / TERMINATION OF CARD(S)	
	17.1	The Company may, at any time on its own accord request to cancel or terminate a particular Cardholder(s) Card(s). The cancellation of the Cardholder(s) Card(s) by the Company can be made upon a written request by the Authorised Person to Merchante or via the delete account feature on the Corporate Web Portal or Corporate Mobile Application. Thereafter, the Company or Cardholder(s) shall return to Merchante the Card(s) or cut in half across its microchip and magnetic strip before disposal.
	17.2	Upon receipt of the Company's cancellation or termination of a Cardholder(s) Card Designated Account request, Merchante will terminate the Card(s). Where the termination was carried out upon the Company's request, the balance of funds will be made available within the Business Master Account (less any applicable fees and charges) within fifteen (15) Business Days from the date the request was made and received by Merchante and where the termination was carried out by Merchante, the balance of funds will be made available within the Business Master Account (less any applicable fees and charges) within fifteen (15) Business Days from the date of effective termination by Merchante.
	17.3	The Company and the Cardholder(s) shall remain liable for any transaction effected through the use of the Cardholder(s) Card prior to receipt by Merchante of the cancellation or termination of Card Designated Account request and confirmation by Merchante on the cancellation.
	17.4	The Company and Cardholder(s) acknowledges and agrees that upon opting to delete the Card Designated Account via the Corporate Web Portal or Corporate Mobile Application, personal

		details of the Cardholder(s) which is stored by Merchantrade may not be deleted entirely. Merchantrade may in accordance with regulatory requirements and record keeping obligations store the Cardholder(s) personal details or transactional data of Cardholder(s) in accordance to its privacy policy and applicable laws.
18.	MOBILE TRANSACTION SERVICES	
	18.1	Upon the successful registration and activation of the Card(s), the Cardholder(s) will also be able to access applicable Mobile Transaction Services subject to the downloading and installation of the Corporate Mobile Application on the Cardholder(s) Mobile Device and complying with all such other instructions provided by Merchantrade .
	18.2	The Mobile Transaction Services shall only be available for electronic devices, Mobile Devices and data connections which meet the required specifications and configurations as may be specified by the Merchantrade from time to time, and it is the Company's responsibility to ensure that the Cardholder(s) procure and maintain the relevant equipment and data connection which meet these requirements at the Company or Cardholder(s) own expense.
	18.3	Additional terms and conditions may be imposed by Merchantrade and user guidance on the operation or usage of the Mobile Transaction Services shall be made available to the Company and Cardholder(s) within the relevant platform utilised by the Cardholder(s) to access those services. The Cardholder(s) are required to comply with all such terms and conditions and follow all relevant user guidance whenever accessing or operating the relevant electronic devices or Mobile Devices when utilising the Mobile Transaction Services.
	18.4	The scope, features and functionality of each of the Services available through different platforms and electronic mediums may differ from one another and may be varied by Merchantrade from time to time. The Company and Cardholder(s) agrees and acknowledges that certain Services, functions and/or features available on one platform may not be available on another platform and these may or may not become available in the future.
19.	ONLINE ACCOUNT & MOBILE APPLICATION	
	19.1	The Company and Cardholder(s) acknowledges that the Cardholder(s) opening, download and use, where applicable, of the Corporate Online Account and/or the Corporate Mobile Application shall be on a non-exclusive and nontransferable basis and is subject always to the following additional conditions: -
	(a)	The Cardholder(s) shall not use the Corporate Online Account or Corporate Mobile Application for any purpose other than to access the Cardholder(s) own Card Designated Account;
	(b)	Save and except for Mobile Device that has been provided by the Company to Cardholder(s) for the use of the Cardholder(s), the Cardholder(s) shall not download or install the Corporate Mobile Application into a Mobile Device which the Cardholder(s) does not own or have exclusive control;
	(c)	The Cardholder shall not permit or enable any person to access the Corporate Online Account or Corporate Mobile Application, or leave the Cardholder(s) electronic device or Mobile Device unattended in such a manner as to enable a person to access the Corporate Online Account or Corporate Mobile Application;
	(d)	The Cardholder(s) shall not reproduce, modify or reverse engineer the Corporate Mobile Application or permit another person to do so;
	(e)	The Corporate Online Account and Corporate Mobile Application is made available to the Cardholder(s) strictly on an "as is" basis, and to the extent as permitted under law and/or

			regulation, no warranty is made in relation to the Corporate Online Account or Corporate Mobile Application, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, the Company and the Cardholder(s) agrees that Merchantrade cannot ensure that the Corporate Online Account and/or Corporate Mobile Application will be compatible or may be used in conjunction with any electronic device or mobile device, and the Company and Cardholder(s) agrees that unless inconsistent with the other expressed provisions herein, the Company and Cardholder(s) shall not hold Merchantrade liable for any such incompatibility or for any loss or damage to any electronic device or mobile device which may be caused by the Corporate Online Account or Corporate Mobile Application or the installation process.
		(f)	Device compatibility. The Corporate Mobile Application currently only works on certain compatible electronic devices or smartphones and other devices as determined by Merchantrade. Merchantrade may change the version of the operating system that works with the Mobile App at any time. Some features may not be available on all platforms or operating systems.
		(g)	Application Stores. The Cardholder(s) may download the Corporate Mobile Application from the authorized Apple App Store, Google Play or other application stores that is approved by Merchantrade.
		(h)	Updates to the Corporate Mobile Application may be issued by Merchantrade from time to time via the Apple App Store, Google Play or other application stores. Depending on the update, the Cardholder(s) may not be able to use the Corporate Mobile Application until Cardholder(s) have downloaded the latest version of the Corporate Mobile Application and accepted any new terms.
		(i)	Security. The Cardholder(s) shall not open, install or use the Corporate Online Account and/or Corporate Mobile Application on a jail-broken or rooted device. Unauthorised modifications to any mobile devices' operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices. Merchantrade strongly cautions against opening or installing the Corporate Online Account or Corporate Mobile Application in any hacked mobile devices. For the avoidance of doubt, Merchantrade shall not be liable for any losses that is suffered or for any costs that the Company and Cardholder(s) might incur due to damage or corrupted or failure of device, hardware or software that Cardholder(s) use in connection with the Corporate Online Account or Corporate Mobile Application.
	20.	MOBILE INFORMATION	
	20.1	Certain functions (such as uploading content to the Corporate Mobile Application) shall require access to information on the Cardholder(s) Mobile Device(s) to work. By using such function, Cardholder(s) permit the Corporate Mobile Application to access Cardholder(s) Mobile Device(s) and information.	
	20.2	Merchantrade may use cookies and similar technologies (herein referred to as "cookies") to perform authentication when Cardholder(s) use the Corporate Mobile Transaction service and to improve the Cardholder(s) experience on the Corporate Online Account or Corporate Mobile Application. By using the Corporate Online Account or Corporate Mobile Application, the Company and/or Cardholder(s) agrees that the Cardholder(s) accept the use of cookies by Merchantrade. Merchantrade may use these cookies to collect information about the Cardholder(s) use of the Corporate Online Account or Corporate Mobile Application. This information helps Merchantrade to improve the Corporate Online Account and Corporate Mobile Application's performance and to develop and tailor Merchantrade's products and services for the Cardholder(s).	

	20.3	Use of location data. Certain services of the Corporate Mobile Application require data of the Cardholder(s) location, which data will be sent from the Cardholder(s) Mobile Device. The Cardholder(s) can turn off this functionality at any time by turning off the location services settings for the Corporate Mobile Application on the Cardholder(s) Mobile Device. If the Cardholder(s) uses these services, the Cardholder(s) shall be deemed to give consent to Merchantrade's and the Merchantrade's partners' and licensees' transmission, collection, maintenance, processing and use of the Cardholder(s) location data and queries to provide and improve location-based services. The Cardholder(s) may withdraw this consent at any time by turning off the location services settings on the Cardholder(s) Mobile Device or on the Corporate Mobile Application.
	21.	LIABILITY FOR TRANSACTIONS
	21.1	All Transactions including but not limited to internet transactions, transactions via the Corporate Mobile Application, Top-Up and cash withdrawals using the Card(s) shall be deemed to have been made by the Cardholder(s) at the authorisation of the Company and Merchantrade shall not be liable for acting in good faith for honouring the Transactions. The Cardholder(s) agrees that he or she at the authorisation of the Company shall be solely and fully responsible and liable for all Transactions effected by the use of the Card(s) and/or the Card PIN and/or OTP and/ or the Card(s) information whether with or without his or her knowledge, acquiescence or authority. The Company and Cardholder(s) agrees that Merchantrade shall not under any circumstances whatsoever be responsible or liable for all Transactions effected by the use of the Card(s) and/or the Card PIN and/or OTP and/or the Card(s) information. The Company and Cardholder(s) shall indemnify and keep Merchantrade fully indemnified against and from all direct or indirect consequential losses, damages, claims, demands, actions, proceedings, costs and expenses (including legal fees and other disbursements) suffered by Merchantrade including claims, actions and proceedings from any third parties howsoever arising from such unauthorised use of the Card(s).
	21.2	Except as otherwise expressly stated in these terms and conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), Merchantrade shall in no event be liable whether in contract, tort (including negligence), strict liability or any other basis for any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages incurred or suffered by the Company or its authorised Cardholder(s) or any other person as a consequence of accessing or using the Card(s) and/or the Services. Specifically, for the E-Statement and any information regarding the Card Master Account or Card Designated Account made available by Merchantrade, this includes (but is not limited to) loss or damage arising from:-
	(a)	Any inaccuracies, or errors in any data or information in the E-Statements or otherwise provided or made available by Merchantrade regarding the Card Master Account or Card Designated Account.
	(b)	The failure by the Company and Cardholder(s) to view, save, print or download the E-Statements or such other information due to limitations or any failure of the relevant service.
	(c)	Any unauthorised use of the E-Statement service or such applicable service on any of these Services by any person, virus, Trojan Horse, worm, macro or other harmful components or deleterious programs or files.
	22.	BUSINESS MASTER ACCOUNT TERMINATION BY MERCHANTRADE
	22.1	Apart from Clause 17 , Merchantrade reserves all rights at its absolute discretion to suspend or terminate the Card(s) of all Cardholder(s) and the Business Master Account or limit the use of the Card(s) for all Cardholder(s) at any time for whatsoever reason without prior notice and without compensation to the Company and Cardholder(s). If Merchantrade suspends or terminates the

		Card(s) and the Business Master Account, all Card Designated Account linked to the Business Master Account shall automatically be suspended or terminated and the Company will be entitled to a refund of any balance in its Business Master Account after deduction of any outstanding fees and charges. The Cardholder(s) shall not be entitled to any refunds(s).
	22.2	If Merchantrade detects unusual, illegal, fraudulent or suspicious activity on either the Business Master Account or any Card Designated Account, Merchantrade may, at its absolute discretion, temporarily suspend and block the use of:- (i) all Card(s) provided by the Company to Cardholder(s); or (ii) specific Card(s) provided to Cardholder(s) in which such unusual, illegal, fraudulent or suspicious activity is detected immediately until Merchantrade can verify the activity. Merchantrade will attempt to notify the Authorised Person and/or Cardholder(s) by phone or SMS or email if Merchantrade decides to suspend or block the use of the Card(s) pursuant to this Clause 22.2 and Merchantrade shall not be held liable to the Company or the Cardholder(s) if Merchantrade fails to notify the Company and/or the Cardholder(s) for whatsoever reason.
	22.3	The Company may terminate the Business Master Account by sending Merchantrade a written letter requesting for such termination together with the active Card(s) held by Cardholder(s) cut in half across its microchip and magnetic strip. Any Business Master Account Balance after deduction of any outstanding fees and charges shall be refunded to the Company within fifteen (15) days from the date of the written letter by the Company requesting for termination of the Card Master Account.
	22.4	The Company and Cardholder(s) shall remain liable for all transactions effected through the use of Card(s) prior to termination of the Business Master Account and all monies owing to Merchantrade under the Business Master Account shall become due and immediately payable upon termination of the Business Master Account for whatever reason.
	23.	ANNUAL FEE, OTHER FEES & CHARGES
	23.1	The Company agree and acknowledges that Merchantrade shall deduct the following fee from the Company's Master Business Account:-
	(a)	fee of RM24.00 for each Card that is activated by the Cardholder on an annual basis;
	(b)	subscription fee of RM20.00 on a monthly basis; and
	(c)	claims subscription fee of RM10.00 on a monthly basis
	23.2	The applicable fees in accordance to Clause 23.1 can be viewed on the Website.
	23.3	The Company agrees and undertakes to pay all fees arising out of and in connection with the use of Cardholder(s) Card(s) and Services stated herein including but not limited to the fees stipulated under Clause 23.1 and such other fees and charges as Merchantrade may prescribe from time to time
	23.4	The Company irrevocably authorises and agrees that all such fees and charges payable by the Company as set out in Clause 23.1 of this Agreement and listed on the Website may be debited by Merchantrade directly from the available balance in the BusinessMaster Account at such time as may be applicable and are non-refundable under any circumstances whatsoever. Merchantrade reserves the right to temporarily suspend the Business Master Account and all Card Designated Account if the Business Master Account has insufficient funds to pay all applicable fees and charges stipulated under Clause 23.1 of this Agreement .
	23.5	The Company agrees that Merchantrade reserves the right to revise all fees and charges prescribed from time to time and to charge additional fees for new or additional services which may be offered by Merchantrade to the Company and/or the Cardholder(s) in the future.

	23.6	For full details of all the fees relating to the Card(s) and Services, please visit the Website. Such fees/charges listed on the Website shall constitute and form part of this Agreement.
24.	REFUND OF BALANCE OF FUNDS	
	24.1	In the event the Business Master Account is terminated or cancelled whether by Merchant or by the Company, Merchant will carry out the refund of any balance in the Business Master Account to the Company's bank account in Ringgit Malaysia only. In the event any Card Designated Account held by Cardholder(s) contain available balances in any of the Listed Currencies, then the Listed Currencies will be first converted into Ringgit Malaysia by Merchant at the Prevailing Rate and subsequently be refunded into the Company's bank account.
	24.2	Subject to Clause 24.1, the Company shall furnish Merchant with their bank account details for Merchant to refund all balances from the Business Master Account or any Card Designated Account linked to the Business Master Account. The Company agrees to not hold Merchant liable if the refund exercise performed by Merchant is based on erroneous bank account details provided by the Company to Merchant.
25.	EXCLUSION OF LIABILITY	
	25.1	Merchant is not liable in any way to the Company and/or the Cardholder(s) for any inconvenience, loss, damage, or embarrassment incurred or suffered in any of the following events:-
	(a)	should the Card or Card PIN or OTP be rejected by a Merchant or any terminal used to process Transactions for whatsoever reason;
	(b)	should the Merchant key-in an amount greater than the transaction amount;
	(c)	for any malfunction, defect or error in any terminal used to process Transactions or Services, or other machines or system of authorisation whether belonging to or operated by Merchant or other persons;
	(d)	for any delay or inability on Merchant's part to perform any of its obligations under this Agreement because of any electronic, mechanical, system, dataprocessing, transmission or telecommunication defect or failure, Act of God, civil disturbance, pandemic or any event or factor outside its control or the control of any of its servants, agents or contractors or any fraud or forgery;
	(e)	any neglect, refusal or inability of on our part or any Merchant to authorise or approve the Card(s) used by the Cardholder(s) or honour or effect any other transaction on the Card Designated Account for any reason whatsoever;
	(f)	for any damage or loss or inability to retrieve any data or information that may be stored in the Card(s) or any microchip or circuit or device in the Card(s);
	(g)	for any interception or disclosure to any person (whether unlawful or otherwise) of any data or information relating to the Company and/or Cardholder(s), any Transaction or the Card Master Account or Card Designated Account transmitted through or stored in any electronic system or medium, howsoever caused; and
	(h)	for any delays on Merchant's part to complete the Top-Up from the Card Master Account to the Card Designated Account as instructed by the Company.
26.	LIMITATION OF LIABILITY	

	26.1	Without prejudice and subject to the terms and conditions herein, the Company and Cardholder(s) hereby agrees that the amount of total liability of Merchantrade arising from this Agreement shall not in any event exceed part of the funds or remaining funds in the Card Master Account Balance, as applicable.
27.	DISPUTED TRANSACTIONS ON GOODS & SERVICES	
	27.1	Merchantrade shall not be responsible and liable to the Company and/or the Cardholder(s) for whatsoever goods and services, including but not limited to any defect or deficiency in goods and services purchased by the Cardholder(s) with the Card(s).
	27.2	Merchantrade shall not be responsible to the Company and/or the Cardholder(s) for the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services purchased by the Cardholder from any Merchants with the Card(s). All disputes involving the same should be addressed directly to the Merchants, and the Company or Cardholder(s) shall settle all disputes directly with the relevant Merchants and shall pay Merchantrade all amounts required under this Agreement despite such disputes. The Cardholder(s) and/or the Company on behalf of the Cardholder(s) shall not initiate any claims or take legal action against or enjoin Merchantrade for any claims or disputes or legal proceedings the Company and/or the Cardholder(s) has against the Merchants or for any issues with regard to the delivery, quality, safety, legality, fitness for purpose or any other aspects of the goods or services purchased by the Cardholder(s) from the Merchants.
28.	CONCLUSIVENESS OF EVIDENCE	
	28.1	The Cardholder(s) may check with the Customer Service Help Desk or alternatively from ATMs that display the Visa Plus logos the Card Designated Account Balance at any time and from time to time. However, the amounts reflected on the ATM screen against the Card Designated Account shall not for any purpose whatsoever be taken as a conclusive available balance statement of the Card Designated Account with Merchantrade as it shall not include any Top-Ups to the Card Designated Account from the Card Master Account which have not been verified by Merchantrade and/or Card(s) Transactions which have not debited from the Card Deisgnated Account yet.
	28.2	Each Cardholder(s) may access E-Statement free of charge via the Corporate Web Portal by logging into his or her Card Designated Account with his or her user name and password. Additionally the Cardholder(s) acknowledges that the Company will be able to view each Transactions which are done by Cardholders through the Card Master Account in which all Card Designated Account opened by the Cardholder(s) are linked.
	28.3	Each E-Statement will provide Transactions history over a monthly period including fees and charges that have been incurred and posted to the Card Designated Account.
	28.4	The Cardholder(s) shall inform Merchantrade of any errors within 14 days from the date Transactions are posted to the E-Statement, failing which the Cardholder(s) shall be deemed to have accepted all entries contained in the E-Statement as correct, final and conclusive evidence of the facts contained therein and binding on the Cardholder(s), and the Cardholder(s) and the Company on behalf of the Cardholder(s) shall thereafter be precluded from making any claims against the Merchantrade by alleging that the said E-Statement contains any error, discrepancy or inaccuracy.
29.	VARIATION, REVISION OR CHANGE OF THE TERMS & CONDITIONS	
	29.1	Merchantrade may, at its absolute discretion, from time to time, by giving to the Company and/or Cardholder(s) of at least twenty-one (21) calendar days prior notice before the effective date, add, delete or amend any of these terms and conditions.
	29.2	At the discretion of Merchantrade, notice of such additions, deletions or amendments may be effected by:- (i) sending the notice by SMS to the Authorised Person of the Company and/or the

		Cardholder(s) at their respective Mobile Device(s); or (ii) posting the notice on the Website and/or Corporate Web Portal.
	29.3	Retention or use of the Card(s) by the Cardholder(s) after the effective date of any variation, revision or change of the terms and conditions pursuant to Clauses 29.1 and 29.2 shall be deemed to constitute acceptance of such variation, revision or change without reservation by the Company and Cardholder(s).
	29.4	If the Company on behalf of the Cardholder(s) does not accept the proposed variation, revision or change, the Company may terminate the Card Master Account and all Card(s) linked to the Master Card Account which is actively used by its Cardholder(s) by giving prior written notice to Merchantrade. The Company shall subsequently return the Card(s), cut across the magnetic strip and across the chip, to Merchantrade prior to the effective date, whereby the use of such Card(s) by the Cardholder(s) shall thereafter be deemed terminated upon Merchantrade's receipt of the destroyed Card and the provision relating to termination in Clause 22 hereof shall henceforth apply.
30.	COMMUNICATION & SERVICE OF DOCUMENTS	
	30.1	General communications and notices to the Company and/or Cardholder(s) shall be displayed on the Corporate Web Portal and/or Website, and it is the Company's and Cardholder(s) responsibility to check regularly for such notices on the Corporate Web Portal and/or Website.
	30.2	Specific notices or communication to the Company shall be addressed to the Authorised Person and sent to the Company's last known business address by personal delivery, facsimile transmission, email, ordinary post and/or by SMS or in any manner as Merchantrade may deem fit.
	30.3	Communication and notices displayed on the Corporate Web Portal and/or Website shall be considered to have been received by the Company and/or Cardholder(s) on the date of posting on the Corporate Web Portal and/or Website. Communication and notices sent by facsimile or electronic mail or SMS shall be considered to have been sent and received by the Company on the same day. Communication and notices sent by ordinary post shall be considered to have been delivered three (3) calendar days after the date of posting if sent by post to an address within Malaysia, and considered delivered five (5) calendar days after the date of posting if sent outside of Malaysia.
	30.4	The Company hereby agrees that the service of any notices or any other legal process in respect of any claim arising from or connected with this Agreement may be effected on the Company by sending a copy of the same by prepaid ordinary post to the Company's last known business address and such postings shall be deemed good and sufficient service thereof on the Company whether or not the same shall be returned undelivered. Any failure by the Company to notify any change of the Company's business address resulting in the delay or return of notices, correspondences, and legal process shall not prejudice the rights and entitlement of Merchantrade under this Agreement.
31.	MERCHANTRADE'S RIGHT TO WITHDRAW ANY FACILITIES OR TERMINATE BUSINESS MASTER ACCOUNT	
	31.1	Notwithstanding any other provisions to the contrary herein set out, Merchantrade may, at its sole and absolute discretion, at any point of time, with or without notice, decide not to renew, to cancel, to revoke the Card(s) held by the Cardholder(s) or to suspend or restrict the use of Card(s) by the Cardholder(s) upon the occurrence of any one of the following events:-
	(a)	use the Card(s) by the Cardholder(s) for any illegal, unauthorized or unlawful activities or transactions including but not limited to online betting and gambling activities;
	(b)	use the Card(s) by the Cardholder(s) for any activities or transactions which are prohibited under any law, or constitute a breach of public policy of the country in which such activity

			or transaction is effected or take place or constitute a breach of public policy of the Cardholder(s) country of residence; or
		(c)	pledge the Card(s) or otherwise use the Card as security to any party for any reason whatsoever.
	31.2		The Company further acknowledges that Merchantrade may additionally at its sole and absolute discretion terminate the Business Master Account upon the occurrence of any event stated in Clause 31.1 of this Agreement.
	31.3		In amplification to the provisions herein, the Company and the Cardholder(s) hereby agrees and confirms that all fees and charges payable by the Cardholder(s) under the terms and conditions herein may be debited by Merchantrade directly from the Cardholder(s) Card Designated Account and are nonrefundable. In the event the Card Designated Account has insufficient balances, the Company agrees that Merchantrade shall debit such fees and charges payable by the Cardholder(s) directly from the Business Master Account balance.
	31.4		The Company and Cardholder(s) undertakes to hold Merchantrade harmless and to indemnify Merchantrade against any liability for loss, damage, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which Merchantrade may incur by reason of the provisions herein or enforcement of its rights hereunder.
	32.	COST & EXPENSES	
	32.1		The Company shall be fully liable to pay to Merchantrade all costs (including legal costs on a solicitor and client basis), charges and expenses which Merchantrade may incur in enforcing or seeking to enforce any of the provisions herein or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Company and/or Cardholder(s).
	33.	WAIVER	
	33.1		Merchantrade's acceptance of any terms or payments, or any delay or failure by Merchantrade to exercise of its rights and/or remedies under this Agreement does not represent a waiver of any of its rights and does not prevent Merchantrade from enforcing any of its rights under this Agreement. Any single or partial exercise of any right, power or privilege shall not preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. Merchantrade shall be considered to have waived its rights only if Merchantrade specifically notify the Company and/or Cardholder(s) of such a waiver in writing.
	33.2		The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
	34.	FEATURES & BENEFITS	
	34.1		Merchantrade may review, revise, add or remove any of the features and benefits listed in the Website from time to time.
	35.	CONSENT TO DISCLOSURE OF INFORMATION AND MERCHANTRADE'S RIGHT TO DISCLOSURE	
	35.1		The Company and Cardholder(s) irrevocably authorizes and consents to the disclosure by Merchantrade at any time to any party of any information or documents pertaining to the Company and/or Cardholder(s) particulars and affairs (financial or otherwise), the Business Master Account, each Card Designated Account or the Card(s) and any other information which Merchantrade deems necessary to facilitate the use of the Card(s) or the processing of any Transactions effected or to be effected through the use of the Card(s) or for any other purposes which Merchantrade may require the disclosure, subject to prevailing regulations

	35.2	In addition, the Company and Cardholder(s) hereby authorizes Merchante to disclose any information concerning the Company and/or Cardholder(s) to any of Merchante's existing or future business partners for the purpose of providing information about the Card(s) or services to the Company and/or Cardholder(s) or for any other purposes.
	35.3	The Company and Cardholder(s) hereby warrants and undertakes that all information provided to Merchante is true, correct and complete. The Company and/or Cardholder(s) shall ensure that all information provided to Merchante are current and updated at all times, and Merchante shall not be liable for the consequences arising out of erroneous/incomplete/incorrect information supplied by the Company and/or Cardholder(s).
	35.4	Disclosure of information pursuant to Clause 35 herein shall survive the termination of this Agreement or the Card Master Account or the Card(s).
	35.5	The Company and Cardholder(s) agrees that Merchante shall not be liable for any disclosure by Merchante in Clause 35 whereby the Company and Cardholder(s) undertakes to hold Merchante harmless and keep Merchante fully indemnified from and against all claims, losses, damages (including direct or indirect damages) or liability whatsoever and howsoever arising out of such disclosure of information by Merchante or any error, inaccuracy or misstatement of such information whether caused by Merchante or any other third party's omission or due to system or technical default or failure or otherwise.
36.	FORCE MAJEURE	
	36.1	Merchante shall not be responsible or liable for any loss or damage sustained by the Company or the Cardholder(s) for failing or delaying to perform in whole or in part any part of its obligations under this Agreement, attributable directly or indirectly to service failures, delays or disruptions as a result of circumstances, including without limitation, unavailability, malfunction and failure of computer system, data and telecommunication, or electricity failures, Acts of God, riots, civil commotions, insurrections, wars, strikes, terrorism, material shortages, natural calamities, pandemic, civil unrest, regulatory and government action or other industrial action or trade disputes and any other causes beyond Merchante's or its agents' or service providers' reasonable control or any fraud or forgery. Merchante's obligations, as far as affected by such acts or occurrences, shall be suspended during the continuance of any delay or failure in performances so caused, and such delay or failure shall not be a breach of this Agreement.
37.	GOVERNING LAW AND JURISDICTION	
	37.1	This Agreement shall be governed and construed under the laws of Malaysia and the Company and Cardholder(s) agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.
38.	CONFLICT BETWEEN ENGLISH VERSION AND OTHERS	
	38.1	In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version and any other version of the terms and conditions herein, the terms and conditions in the English version shall prevail
39.	SEVERABILITY	
	39.1	The invalidity or unenforceability of any of the provisions herein shall not nullify the underlying intent of this Agreement and any such invalid or unenforceable provision shall be severable. The invalidity or unenforceability of such terms or provisions of this Agreement shall not affect the validity or enforceability of other terms or provisions herein contained which shall remain in full force.
40.	SUCCESSORS BOUND	

	40.1	The provisions contained herein shall be binding upon the Company's successors-in-title and permitted assigns and Merchante's successors-in-title and permitted assigns.
41.	ASSIGNMENT	
	41.1	The Company is not permitted to assign this Agreement to any party; however Merchante reserves the right at any time without the Company's consent to assign the whole or any part of Merchante's rights and obligations under this Agreement with or without notice to the Company.
42.	INDEMNITY	
	42.1	The Company and/or Cardholder(s) hereby undertakes to hold Merchante harmless and fully indemnify Merchante from and against all losses (including consequential or otherwise), damages, actions, proceedings, claims, demands, costs, expenses and liabilities whatsoever from all parties, directly or indirectly arising out from such use or misuse of the Card(s) or Card Master Account, each Card Designated Account or the Website, Corporate Web Portal or Corporate Mobile Application or the Company's and/or Cardholder(s) breach of any of the provisions herein or in enforce of Merchante's rights hereunder or any claims being brought against Merchante.
43.	TIME OF ESSENCE	
	43.1	Time wherever mentioned shall be of the essence of this Agreement.
44.	DISCREPANCY AND AMBIGUITY	
	44.1	Should there be any conflict or discrepancy between the terms and conditions of the Standard Application Form and the terms and conditions herein, the Company agrees that the terms and conditions more favourable to Merchante shall prevail and be deemed as the governing and operative provision binding on the Company and its Cardholder(s).
	44.2	In the event of any ambiguity arising from this Agreement, such ambiguity shall be resolved by Merchante, and any construction of the meaning of any provision by Merchante shall be final and binding on the Company and its Cardholder(s).
45.	RECONSTRUCTION OF MERCHANT	
	45.1	The liabilities and/or obligations under this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any liquidation (whether compulsory or voluntary) or any change by amalgamation, reconstruction or otherwise which may be made by Merchante.
46.	PRESERVATION OF RIGHTS AND ENTITLEMENT	
	46.1	Notwithstanding anything in this Agreement, Merchante's rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, termination, revocation or suspension of the Card(s) or suspension or termination of the Card Master Account.
47.	COMPLAINTS	
	47.1	Details of the procedures for lodging a complaint can be found at the Website.
	47.2	Details of the Bank Negara Malaysia's LINK and TELELINK can be found at the Website.
48.	NOTICES AND NOTIFICATION OF CHANGE	

	48.1	All notices, requests, notifications and complaints may be communicated to Merchantrade at the channels stipulated in this Clause 48 herein or such other channels as Merchantrade may prescribe from time to time.
	48.2	The Company shall promptly notify Merchantrade of any change in the Company's Authorised Person, business address, telephone number(s), email addresses, details on employment of new employee to be registered as Cardholder(s) or termination of Cardholder(s). Notification of such change(s) may be made to Merchantrade via the Customer Service Helpdesk or the Corporate Web Portal.
49.	INSTRUCTIONS FROM THE COMPANY	
	49.1	Any request or instruction to Merchantrade shall be in writing and shall be signed by the Authorised Person of the Company, provided that Merchantrade may, but shall not be obliged to, accept and act on any instruction or request by facsimile transmission or through the telephone which Merchantrade's officer or employee attending to such instruction or request believes to have been given or made or authorised by the Authorised Person. Notwithstanding that such instruction or request may not have been given or made or authorised by the Authorised Person, and notwithstanding any fraud or forgery that may exist in relation thereto, Merchantrade shall not be liable for any loss or damage suffered as a consequence of acting or acceding to any such instruction or request.
50.		
	50.1	
51.	ANTI-CORRUPTION	
	51.1	The Company nor its directors, officers, agents, employees, Authorised Person, Cardholder(s) or any other person associated with or acting on behalf of the Company to this Agreement shall (i) use any of its funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) make any direct or indirect unlawful payment to any foreign or domestic government/public official or employee from its funds; (iii) violate or shall be in violation of any provision of the Malaysian Anti-Corruption Commission Act 2009 (MACC Act 2009); or (iv) make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any directors, officers, agents, employees or any other person associated with or acting on behalf of Merchantrade or any third party; or (v) offer to make, make promise, authorize or accept any payment or give anything of value, including bribes, either directly or indirectly to any regulatory authority or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage, or obtain or retain business. Any reference to MACC Act 2009 shall include any amendments thereto and such regulation, guidelines, requirement and directive issued under the MACC Act 2009 from time to time.
52.	UNCLAIMED MONEYS ACT 1965	
	52.1	This Card linked to the Card Master Account under this Agreement is subject to the provisions of the Unclaimed Moneys Act 1965.
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