

TESCO-RHB DEBIT CARD TERMS AND CONDITIONS

CARDMEMBERS AGREEMENT

1. DEFINITION AND INTERPRETATION

1.1 Unless the context otherwise requires, the following words and expressions shall have the meanings respectively set out opposite them: -

“Tesco-RHB Debit Card”	means the Tesco-RHB Visa Debit Cards issued by RHB Bank, which includes Tesco’s logo imprinted thereon, and/or any other name, logo and/or trademark as may be determined by RHB Bank from time to time, unless otherwise stated;
“Cardmember”	means the holder of a Tesco-RHB Debit Card, and includes both primary and joint accountholders unless otherwise stated;
“Validity Date”	means the expiry date of the Card as printed on the Card.
“ Account”	means the RHB MySave Account designated by the Cardmember (and which the designation has been approved by RHB Bank) for the time being for the purpose of carrying out the debit transactions.
“De-link”	means change/amend the Account
“Statement”	means the Account statement in the name of the Cardmember which will be sent monthly to the Cardmember.
“Held Balance”	means at any time the total amount estimated by the Bank to be the amount of any and all the debit transactions effected on the Card, but which have not been debited from the Account.
“Average Daily Balance”	means the total balance at the end of each day during a period divided by the number of days in the period.
“ATM”	means Automated Teller Machine or card operated machine, whether belonging to the Bank or other participating banks or financial institutions or to the Visa Global ATM Network, or other affiliated networks, in respect of which the Bank has a subsisting arrangement to allow the Cardmember to use the Tesco-RHB Debit Card at such machine;
“PIN”	means the Personal Identification Number provided to the Cardmembers for use in conjunction with the Tesco-RHB Debit Card.
“Debit Transaction”	means a transaction effected under the Visa name, mark and logo through the use of the Tesco-RHB Debit Card with or without PIN and accompanied by the Cardmember’s signature except that in the case of self serve terminals, such as petrol kiosk and internet terminals, the Cardmember’s signature is not required.

“Transaction”	means any and all banking transactions effected through the use of the Tesco-RHB Debit Card and / or PIN and shall include but not be limited to, withdrawal of cash, purchase, payment, fund transfer, balance inquiry, deposit of cash and cheque, settlement of bills and any other electronic banking service as the Bank shall offer or introduce from time to time (whether via ATM, Point-of-sale (POS) terminal, internet transaction or such other terminals or channels that is available to the Cardmember). For the avoidance of doubt, the term “Transaction” shall include “Debit Transactions”.
“Charges”	means any and/or all amount charged to the Tesco-RHB Debit Card by the Cardmember for the purchase of goods and/or services at any Merchant’s establishment and which amount shall be debited against the Cardmember’s Account.
“The Bank”	means RHB BANK BERHAD (Company No. 6171-M), a licensed bank incorporated under the laws of Malaysia and having its Card Centre office at 3 rd Floor, Lot 19 & 21, Jalan Tun Perak, 50050 Kuala Lumpur and its successors in title and permitted assigns;
“Tesco”	means TESCO STORES (MALAYSIA) SDN BHD (Company No. 521419-K), a company incorporated in and existing under the laws of Malaysia and having its principal place of business at No.8, Jalan PJU 7/4, Mutiara Damansara, 47800 Petaling Jaya, Selangor Darul Ehsan, including its subsidiary, related and/or associate companies, and brand names under Tesco and/or its subsidiaries, related and/or associate companies and includes its successors in title and permitted assigns;
“Tesco Store”	means a retail outlet operated and managed by Tesco in Malaysia designated as a Tesco Store for the purposes of this Agreement.
“Tesco Products and Services”	means the products and services offered by Tesco at the sales floor within Tesco stores;
“Non-Tesco Products and Services”	means products and services other than Tesco Products and Services;
“Reward Programme”	means the programme under which Tesco-RHB Debit Cardmembers are entitled to accumulate the Clubcard Points which will be converted into Tesco Clubcard Cash Voucher and shall be further subject to the Terms and Conditions of Tesco Clubcard;
“Clubcard Points”	means points earned by the Tesco-RHB Debit Cardmember in respect of expenditure charged to the Tesco-RHB Debit Card;
“Merchant”	means any retailer or other person, firm or corporation, its employees, servants or agents which agrees to accept or cause its offices, outlets, shops, stores, business premises and locations in Malaysia or elsewhere to accept the Tesco-RHB Debit Card when properly presented to allow a Cardmember to make debit transaction to the Tesco-RHB Debit Card.

- 1.2 Unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided: -
- (a) words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;
 - (b) words denoting persons shall also include their respective heirs, personal representatives, and successors in title or permitted assigns;
 - (c) any reference to a sub-clause, clause or party is to the relevant sub-clause, clause or party of and to this Agreement and includes all amendments and modifications made to this Agreement from time to time in force;
 - (d) any reference to a statutory provision includes any modification, consolidation or re-enactments for the time being in force, and all statutory instruments or orders made pursuant thereto;
 - (e) the word "Ringgit Malaysia" and the abbreviation "RM" mean the lawful currency of Malaysia;
 - (f) any reference to a "Business Day" is to a day on which the Bank is open for business in Kuala Lumpur;
 - (g) if any period of time falls on a day, which is not a Business Day, then that period is to be deemed to only expire on the next business day;
 - (h) the headings in this Agreement are inserted merely for convenience of reference and shall not affect the interpretation of the provisions herein contained.

2. APPLICATION AND ACCEPTANCE

- 2.1 Customers of the Bank who are holding the Account of the age of eighteen (18) years and above are eligible to apply for the Tesco-RHB Debit Card. In the case of joint savings accounts, only holders of joint accounts with the instruction of "either-to-sign" can apply for the Tesco-RHB Debit Card.
- Applicants for Tesco-RHB Debit Card must have a Tesco Clubcard to be eligible for the Tesco-RHB Debit Card Rewards Programme.
- 2.2 An applicant for the Tesco-RHB Debit Card must complete the provided application form and submit it to the Bank or its appointed nominee(s) or appointed agent(s) together with a photocopy of his or her identification card (front and back portion), the Statement with account number and all other documentation and payment as specified therein.
- 2.3 The Bank shall be entitled at its sole and absolute discretion to approve or reject any application for the Tesco-RHB Debit Card.
- 2.4 A Cardmember shall only be issued with one card at any one time, subject to the Bank's absolute discretion to issue more than one card to a Cardmember as it deems fit.
- 2.5 Where a Cardmember has been issued more than one card, the Bank has the right to cancel any card(s) as the Bank may determine and the Cardmember shall thereafter surrender such card to the Bank.

- 2.6 By issuance of the Tesco-RHB Debit Card to the Cardmembers, the Bank agrees to make available the facilities of the card to the Cardmember subject to the terms and conditions herein set out (as may be varied by the Bank from time to time).
- 2.7 On receipt of the Tesco-RHB Debit Card, the Cardmember shall immediately sign at the relevant signature panel on the card. By using the Tesco-RHB Debit Card, the Cardmember agrees to be fully bound by the terms and conditions herein set out (as may be varied by the Bank from time to time).

3. USE OF THE CARD

- 3.1 In consideration of the Bank issuing the Tesco-RHB Debit Card to the Cardmember, the Cardmember agrees to abide by the terms and conditions set out herein and such other terms and conditions, amendments and/or additions as the Bank may, in its sole and absolute discretion, prescribe from time to time.
- 3.2 The Tesco-RHB Debit Card can only be utilised for purchases of Tesco Products and Services and Non-Tesco Products and Services for personal consumption of a natural person only and cannot be used for business and commercial purchases. The Bank reserves the right to terminate with immediate effect any Tesco-RHB Debit Cards utilised for business and commercial purchases and not to award rewards and/or debit the rewards from the Tesco-RHB Debit Card for purchases charged to the Tesco-RHB Debit Card which are deemed to have been made for business and commercial purchases.
- 3.3 The Tesco-RHB Debit Card is valid only until the Validity Date. Upon the expiry of the Validity Date, the Cardmember shall cut the Tesco-RHB Debit Card in half and return the destroyed card to the Bank for a new Tesco-RHB Debit Card, which shall be issued at the sole discretion of the Bank.
- 3.4 The Tesco-RHB Debit Card is a debit card for which the Account will be debited when purchases using the Tesco-RHB Debit Card are made. The Tesco-RHB Debit Card can be used to purchase goods and services in Malaysia and overseas at participating Merchants for so long as there is the equivalent amount of cash balance in the Account at the point of sale. The Cardmember is responsible for ensuring that there is sufficient cash balance in the Account prior to using the Tesco-RHB Debit Card to purchase goods and/or services.
- 3.5 The Cardmember is allowed to purchase goods and services online and to access cash at ATMs or financial institutions displaying [Bankcard (for eDebit transactions) and Visa/VisaCard (for EMV transactions)] for so long as there is the equivalent amount of cash balance in the Account at the point of transaction or withdrawal (subject always to such limit as may be determined by the Bank for each withdrawal).
- 3.6 The Cardmember may use the Tesco-RHB Debit Card at any of the Bank's ATM or at any other ATMs that display MEPS or Visa/ Visa Plus for the withdrawal of cash from the Account.
- 3.7 Any cash withdrawal by the Cardmember will be directly debited from the Account.
- 3.8 For the purpose of effecting ATM and eDebit transactions with the Tesco-RHB Debit Card, the Bank will issue a PIN and deliver it to the Cardmember at the Cardmember's own risk. The PIN is strictly confidential and should not be disclosed to any person under any circumstances or by whatever means. The Cardmember further acknowledges and agrees that he / she shall be fully responsible and liable for all transactions effected by the use of the PIN whether with or without knowledge or authority of the Cardmember.

- 3.9 The Bank may assign a Held Balance for the purpose of any debit transaction proposed to be effected on the Tesco-RHB Debit Card. The amount of such Held Balance and period that such Held Balance maybe maintained shall be determined by the Bank at its absolute discretion. The Bank may at its sole discretion debit the Account with the amount of the Held Balance (or any part thereof) whether or not such amount represents the debit transaction. If the Bank debits any amount from the Account as aforesaid and the Bank subsequently determines that such amount (or any part thereof) ought not to be so debited, the Bank will re-credit such sum to the Account (free of interest).
- 3.10 The Cardmember hereby undertakes to hold the Bank free from all claims and liabilities from all parties arising from such unauthorized use. The Cardmember further agrees and undertakes to indemnify and keep the Bank fully indemnified against all consequential losses, expenses or claims suffered by the Bank.
- 3.11 For overseas transactions:
- 3.11.1 Cardmember may use the Tesco-RHB Debit Card outside of Malaysia with the authorised Merchants and at ATMs. The Cardmember shall notify the Bank in advance of his intentions to use the Card for overseas transactions.
- 3.11.2 Where the Cardmember uses the Tesco-RHB Debit Card in a transaction in a currency other than Ringgit Malaysia, the amount debited from the Account shall be converted into Ringgit Malaysia at the exchange rate prevailing at the time the Bank makes the corresponding payment to the other participating bank for the said transaction.
- 3.11.3 The use of the Tesco-RHB Debit Card for overseas transaction shall be subject to all relevant Exchange Control Regulations issued by Bank Negara Malaysia as may be applicable to such transactions.
- 3.12 For 3D Secure transaction:
If Cardmembers use the Tesco-RHB Debit Card to purchase goods and/or services through the online internet sites or portals, Cardmembers shall be solely responsible for the security of such use at all times. Cardmembers agree that the entry of the Card information on the Internet shall be sufficient proof of the authenticity of such instructions. The Bank shall not be under any obligation to verify the identity or the authority of the person entering Cardmembers information and the Bank shall not be liable for acting on such use of Cardmembers information regardless of whether the person is authorised or unauthorised and regardless of the circumstances prevailing at the time of the transaction. However, the Bank reserves the discretion to not carry out any such transactions over the internet if the Bank has any reason to doubt its authenticity or if in our opinion it is unlawful or otherwise improper to do so or for any other reason.

4. COVENANTS BY CARDMEMBER

- 4.1 The Cardmember covenants with the Bank as follows:
- 4.1.1 that only the Cardmember shall be entitled to transact on the Tesco-RHB Debit Card issued in the Cardmember's name with Merchants;
- 4.1.2 to exercise all possible care at all times to ensure the safety of the Tesco-RHB Debit Card and the confidentiality of the PIN;
- 4.1.3 to notify the Bank immediately (such notification to be confirmed in writing forthwith) if the Tesco-RHB Debit Card is lost or stolen and/or if the PIN is compromised or revealed to any unauthorized person, in order to mitigate the losses to the Cardmember;

- 4.1.4 if a Tesco-RHB Debit Card was reported lost or stolen and a replacement Tesco-RHB Debit Card has been issued by the Bank and the lost or stolen Tesco-RHB Debit Card is subsequently recovered ("**Recovered Card**"), the Cardmember shall immediately destroy the Recovered Card by cutting the Tesco-RHB Debit Card into half and return such Tesco-RHB Debit Card to the Bank;
- 4.1.5 to notify the Bank promptly in writing of any change to the particulars of the Cardmember as given to the Bank during the card application and to provide the Bank with any other details as the Bank may request from time to time;
- 4.1.6 to comply with the terms and conditions herein set out (as may be varied by the Bank from time to time) and all other conditions for the use of the Tesco-RHB Debit Card as may from time to time be imposed by the Bank;
- 4.1.7 not to use the Tesco-RHB Debit Card for any unlawful activities, including but not limited to illegal online banking, betting or gambling. The Bank shall be entitled to terminate the Tesco-RHB Debit Card immediately without prior notice or liability to the Cardmember if the Tesco-RHB Debit Card is found to be used in unlawful activities;

5. WITHDRAWAL / SUSPENSION OF USE OF THE CARD

- 5.1 All Tesco-RHB Debit Cards are the property of the Bank who is entitled at any time at its absolute discretion to withdraw the Tesco-RHB Debit Card or suspend its use or otherwise refuse any Charges in whatever circumstances as the Bank may absolutely deem fit.
- 5.2 Upon such withdrawal, suspension or termination of the use of the Tesco-RHB Debit Card, the Cardmember shall forthwith return the Tesco-RHB Debit Card (cut into half) ("**Terminated Card**") to the Bank.

6. DISCLAIMER OF LIABILITY OF RHB BANK

- 6.1 The Bank shall not be liable for any act or omission on the part of the Merchant including refusal by the Merchant to honour the Tesco-RHB Debit Card or any defect or deficiency in any goods or services provided by the Merchant. The Cardmember shall resolve all complaints, claims and disputes against the Merchant directly with the Merchant and not through the Bank. The Cardmember undertakes not to enjoin the Bank in any such claim and/or dispute or legal proceedings against the Merchant. The Bank shall not be liable for any payment remitted to the Merchant notwithstanding any claim and/or dispute that the Cardmember may have against the Merchant. In the event there is a dispute of any transaction, the amount deducted for payment towards such disputed transaction shall not be refunded until the Cardmember is absolved from any liability whatsoever in relation to such disputed transaction.
- 6.2 The Cardmember will exempt the Bank from all liability if the Tesco-RHB Debit Card is not accepted by any Merchant or in any online transaction or ATM.
- 6.3 The Bank disclaims all liability whatsoever for any failure to perform any obligations hereunder howsoever such failure may arise, and regardless whether such failure is within or outside the Bank's control.

- 6.4 Without prejudice to the generality of the foregoing, the Cardmember agrees not to hold the Bank liable in the event that the Bank is unable to perform in whole or in part any of its obligations under these terms and conditions, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, industrial dispute, electrical failure, any act beyond the Bank's control or any Act of God.

7. ANNUAL FEES AND CHARGES

- 7.1 All Cardmembers shall be required to pay on a yearly basis to the Bank the annual fees of RM20.00 for the Tesco-RHB Debit Card or any fee from time to time as may be determined by the Bank taking into account such set of pre-defined criteria drawn up by the Bank in accordance with the Bank's policies from time to time and any regulation(s) or guideline(s) that may be issued from time to time by the relevant authorities having jurisdiction over the Card and/or the Bank.
- 7.2 A service fee of RM1.00 per enquiry is chargeable for balance enquiry at any non-MEPS ATM.
- 7.3 The Cardmember shall pay the Bank a service charge of RM1.00 per withdrawal at any MEPS ATM and RM8.00 per withdrawal at all other ATMs via Visa network.
- 7.4 The Cardmember shall pay to the Bank 1% of the converted amount billed to the Cardmember as service charge for any transaction in any foreign currency.
- 7.5 Copies of the Statements will be provided to Cardmembers based on the Account linked to the Tesco-RHB Debit Card account. Alternatively, Cardmembers can check balance of the Account and transaction details through RHB Online Banking website. A charge of RM2 per page will apply for hardcopies of Statements requested.
- 7.6 Subject to availability, the Cardmember may request for copies of the sales draft at a service fee of RM20.00 only per sales draft or at such other fee as the Bank shall at its absolute discretion prescribe.
- 7.7 A fee of RM15.00 will be charged for every replacement Tesco-RHB Debit Card issued.
- 7.8 Any costs or charges due from the Cardmember shall be debited to the Account and reflected in the Statement. Any costs or charges paid by the Cardmember shall not be refundable under any circumstances.
- 7.9 In the event there is insufficient available balance in the Account to pay for any transaction or other amount payable by the Cardmember, including but not limited to any interest, fees, charges or other payments due to the Bank, the Bank may at its own absolute discretion and is hereby authorized by the Cardmember to transfer or arrange the transfer of sufficient funds from any other account held by the Cardmember with the Bank to the Account.
- 7.10 The aforesaid fees or charges may be varied at any time, and from time to time at the absolute discretion of the Bank by giving the Cardmember 21 days notice before the effective date.

8. REWARD PROGRAMME

- 8.1 The Reward Programme is applicable to Cardmembers with active and good conduct of their Tesco-RHB Debit Cards and accounts. The Cardmembers shall not be entitled to participate in any other reward programmes offered by the Bank with respect to other cards issued by the Bank other than the Tesco-RHB Debit Card. Further, holders of cards issued by the Bank other than

the Tesco-RHB Debit Card shall not be entitled to the Reward Programme unless determined otherwise by the Bank.

- 8.2 Tesco-RHB Debit Cardmembers shall be eligible to the following Clubcard Points subject to such variations as may be made at the sole discretion of the Bank: -

Average Daily Balance Tier	RM0 - RM500	RM501 - RM3000	RM3,001 and Above
Spending on Tesco Products and Services on other days of the month	1 Clubcard Point	1 Clubcard Point	1 Clubcard Point
Spending on Tesco Products and Services on Last Saturday & Sunday of the month	1 Clubcard Point	2 Clubcard Points	3 Clubcard Points
Spending on Non-Tesco Products and Services	1 Clubcard Point	1 Clubcard Point	1 Clubcard Point

All decimal points will be disregarded in the calculation of the rewards.

- 8.3 For all spendings on Tesco Products and Services by the Cardmembers on the last Saturday and Sunday of the month, the Cardmembers are entitled to collect 1 Clubcard Point for each transaction of RM2.00 based on Average Daily Balance of RM0 to RM500.00, collect 2 Clubcard Points for each transaction of RM2.00 based on Average Daily Balance of RM501.00 to RM3,000.00 and collect 3 Clubcard Points for each transaction of RM2.00 based on Average Daily Balance of more than RM 3,000.00. The maximum spending entitlement for this Clubcard Point for spending on Tesco Products and Services by the Cardmembers on the last Saturday and Sunday of the month is capped at RM200.00 and any balance spent above RM200.00 will entitle the Cardmembers to collect 1 Clubcard Point for each transaction of RM2.00.
- 8.4 Regardless of the Average Daily Balance within the month, the Cardmembers who spend on Tesco Products and Services on days other than the last Saturday and Sunday of the month, and spending on Non-Tesco Products and Services, are entitled to collect 1 Clubcard Point for each transaction of RM2.00.
- 8.5 Additional Clubcard Points may be given from time to time on tactical campaigns to promote the Reward Programme.
- 8.6 The Bank shall allocate the Clubcard Points to the eligible Cardmember based on customers Tesco Clubcard number and Tesco-RHB Debit Cards which are not blocked, cancelled or terminated by the Bank.
- 8.7 Subject to clause 8.6 above, only the primary Tesco Clubcard holder shall be entitled to enjoy rewards of the Clubcard points as stated above during his/her lifetime. The primary Clubcard holder shall not be entitled to nominate another person, including a supplementary Clubcard holder, to receive the items rewarded to the primary Tesco Clubcard holder.
- 8.8 Rewards accumulated by Joint accountholder of the Cardmembers will be credited into the Primary accountholder of the Cardmember's Account. The total rewards accumulated by the the Cardmember will be reflected in the Primary accountholder of Cardmember's Account monthly billing statement which will be sent on the first week of the following month.
- 8.9 The records and entries of the Account appearing in the Statement shall be deemed to be correct and binding on the Cardmember unless written notice to the contrary is given to the Bank within 14 days from the date of Statement.

- 8.10 The Cardmember hereby acknowledges that there is a lapse of time between a transaction made using the Tesco-RHB Debit Card and the crediting of the Clubcard Points into his/her Tesco Clubcard account. As such, the Bank does not represent and warrant that the Clubcard Points accumulated prior to a proposed redemption is immediately available for redemption at Tesco. The Bank reserves the right to deduct or cancel any Clubcard Points from the Account without any prior notice.
- 8.11 Rewards, in the form of Clubcard Cash Vouchers will be mailed with Clubcard Statement by Tesco to the Cardmembers who have accumulated a combined total of at least 150 points by end of each collection period (Collection periods may vary). Members who do not reach the minimum number of points needed to qualify for a reward by the end of the collection period will have their total points “carried over” to the next collection period. The level of reward given by Tesco will be based on number of points that a Cardmember has collected from the use of the Tesco-RHB Debit Card on products and services bought in Tesco or non-Tesco at the end of the collection period. Clubcard points that fall between the level of reward and the next level will be “carried over” as the starting balance(s) for the next collection period. The current levels are multiple of 50 Clubcard points. Tesco reserves the right to vary the rate at any time in accordance with the Clubcard terms and conditions.
- 8.12 The terms and conditions governing the use of Tesco Clubcard Cash Vouchers can be found on the back of the Vouchers.
- 8.13 The Bank shall have the right at its sole and absolute discretion to modify or alter the rewards awarded for each RM2.00 transacted on the Tesco-RHB Debit Card without prior notice to the Cardmembers.
- 8.14 No Clubcard Points will be awarded in respect of any cash withdrawal utilising the Tesco-RHB Debit Card from the Account. No Clubcard points will be awarded in respect of any non-signature based transaction made through the use of the Tesco-RHB Debit Card.
- 8.15 The Bank shall not be responsible or liable for any inconvenience, loss or damage suffered by a Cardmember as a consequence of, and without limitation to, the following: -
- 8.15.1 any malfunction, defect or error in any card terminal or other systems of authorisation howsoever caused resulting in a failure to determine the total Clubcard Points in the Account or a failure to effect or complete any transaction; or
- 8.15.2 any delay or inability on the part of the Bank to perform any of its obligations pursuant to this Agreement as a result of any electronic, mechanical, system, data processing or telecommunication defect or failure, or any other event outside the control of the Bank.
- 8.16 The Bank shall be entitled at anytime to cancel Clubcard Points awarded if the relevant products to which such award relates are returned or cancelled for any reason and refund of the purchase price is given.
- 8.17 The Bank and Tesco may at its sole and absolute discretion amend, alter, cancel or replace the Reward Programme with alternative customer loyalty programme deemed suitable by it.
- 8.18 In the event that the primary accountholder de-links the Tesco-RHB Debit Card from the Account, the joint accountholder(s) can choose to either (i) de-link the Tesco-RHB Debit Card(s) issued to him; or (ii) continue with its usage. However, continued usage does not entitle the primary/ joint accountholder(s) to the Reward Programme unless determined otherwise by the Bank.

- 8.19 In the event that the primary accountholder cancels the Tesco-RHB Debit Card, the joint accountholder(s) Tesco-RHB Debit Card(s) will be cancelled as well.

9. LOST / STOLEN CARD

- 9.1 The Cardmember shall be liable for all transactions incurred from unauthorized usage of the Tesco-RHB Debit Card until a report of the loss or theft has been received by RHB Bank Card Centre.
- 9.2 The Cardmember shall be and shall remain liable for all transactions incurred from unauthorized usage of the Tesco-RHB Debit Card where investigations made by the Bank or the police reveal that the Cardmember is a party to the procurement of any merchandise or services from the Merchants effected through the use of the Tesco-RHB Debit Card by any unauthorized person. The Cardmember shall be liable for such unauthorized transactions before the Bank receives his/her written notification of its loss or theft. After written notification is received, the cardmember's maximum liability incurred from unauthorized use of the Tesco-RHB Debit Card shall be confined to a limit as specified by the Bank, which shall not exceed RM250.00, provided the Cardmember has not acted fraudulently or has not failed to inform the Bank as soon as reasonably practicable after having found that the Tesco-RHB Debit Card is lost or stolen.
- 9.3 Request for refund is subject to the Bank's sole and absolute discretion.
- 9.4 The Bank is under no obligation to issue a replacement Tesco-RHB Debit Card following the loss or theft or unauthorized use of the Tesco-RHB Debit Card. In the event the Bank issues a replacement Tesco-RHB Debit Card, the Bank shall be entitled to impose such conditions and impose such fees or charges as the Bank may deem fit in its sole and absolute discretion.

10. CONCLUSIVE EVIDENCE

- 10.1 The Cardmember hereby covenants with the Bank to accept as final and conclusive evidence against the Cardmember in any legal proceedings and for all other purposes whatsoever:
- 10.1.1 a statement issued by the Bank is conclusive evidence of the Cardmember's indebtedness to the Bank;
- 10.1.2 a certificate from a manager of the Bank is conclusive evidence of the issue whether due notice of any matter arising out of this Agreement has been given to the Cardmember;
- 10.1.3 any records kept by the Bank shall be conclusive evidence of the rewards of Clubcard Points earned by or attributed to a Tesco-RHB Debit Card or the Cardmember.

11. NOTICES

- 11.1 Any communication referred to in this Agreement shall be deemed to have been duly received by the Cardmember if left at or sent by certified ordinary post to his / her last known address or advertised in any media including the internet as decided solely by the Bank.
- 11.2 Services of any notices or legal process shall be deemed to have been effected on the date of delivery if made by hand or in the case of post, on the second Business Day after posting to the Cardmember at the last known address notified to the Bank or on the date of any advertisement thereof by the Bank.

12. DISCLOSURE OF INFORMATION

- 12.1 The Bank may at any time without liability to the Cardmember, disclose any information concerning the Cardmember and/or any transactions undertaken through the use of the Tesco-RHB Debit Card to:
- 12.1.1 any authorities, Merchants and any member of the institute of Visa/VisaCard® International Incorporated/VISA International; and
 - 12.1.2 any associate or related companies of the Bank, its agents, servants and/or such persons as the Bank may absolutely deem fit, provided that the Cardmember has consented to such disclosure at the point of application; and
 - 12.1.3 The Cardmember hereby consents to the Bank seeking any information concerning the Cardmember from any authorities, Merchant or such other person(s) as the Bank may from time to time deem fit.
 - 12.1.4 Tesco, all its related companies and Tesco Group.
- 12.2 Without prejudice to the generality of Clause 12.1.3 herein, the Cardmember hereby consents to the Bank and/or Tesco using and sharing the Cardmember information to help the Bank and/or Tesco to :-
- 12.2.1 access financial and insurance risks;
 - 12.2.2 recover debt;
 - 12.2.3 prevent and deter crime;
 - 12.2.4 understand their customers' requirement;
 - 12.2.5 develop and test products and services.
- 12.3 Cardmember's information as stated in Clause 12.2 herein shall mean any information of the Cardmember available in the Bank, its associate or related companies, its agents, servants and/or such persons, Tesco, Tesco's related companies, Tesco Group now or in the future, including any dealings with the Bank, its associate or related companies, its agents, servants and/or such persons, Tesco, Tesco's related companies, Tesco Group, and of transactions made with the Cardmember's Tesco-RHB Debit Card.

13. MISCELLANEOUS

- 13.1 If any provision hereof is held to be void or unenforceable, in whole or in part, under any enactment or rule of law, the remaining provisions hereof shall remain in full force and effect.
- 13.2 The Bank reserves the right to amend and/or add or supplement the provisions set out herein from time to time and such amended and/or additional or supplemental terms and conditions shall be applicable to and binding on the Cardmembers. The terms and conditions herein shall prevail over any provisions or representations contained in any brochure or other promotional materials advertising the Reward Programme.
- 13.3 The Bank is entitled to assign any receivables from the Cardmember to the Bank to such parties and upon such terms as it may absolutely deem fit.

- 13.4 This Agreement (and all agreements formed pursuant hereto) shall be governed and construed under the laws of Malaysia and the Cardmember agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 13.5 Time whenever mentioned shall be of the essence of this Agreement but no failure to exercise and no delay in exercising on the part of the Bank of any right, power or privilege under this Agreement shall operate as waiver thereof, nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies therein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 13.6 The obligations of the Cardmember shall be binding on the Cardmember's legal representatives or successors in title and assigns.
- 13.7 In the event of any ambiguity arising from this Agreement, such ambiguity shall be resolved by the Bank. The Bank's construction of the meaning of any provision and where applicable, its choice of the appropriate provision to be applied to a particular situation shall be final and binding on the Cardmember.
- 13.8 If there is any conflict or discrepancy between the English version of this Agreement and any translation thereof, the English version of this Agreement shall prevail.
- 13.9 Notwithstanding any provision herein to the contrary, the Bank shall not be liable to the Cardmember and any party for loss, injury, delay or damages suffered or incurred by any such other party in performance of their respective obligations herein resulting from acts or occurrences beyond their reasonable control due to acts of God, strikes, labour disturbances, lockouts, terrorism, material shortages, riots, acts of war, governmental regulations, fire, earthquakes, flood, lightning strike, outbreak of disease and other natural disasters. The obligations of the Bank, as far as affected by such acts or occurrences, shall be suspended during the continuance of any delay or failure in performance so caused, and such delay or failure shall not be a breach of this Agreement.