

## Touch 'n Go eWallet Visa Card Terms and Conditions

Touch 'n Go eWallet Visa Card (or **"Visa Card"**) is a prepaid card that can be used worldwide wherever a Visa card is accepted, subject to the terms and conditions hereinafter appearing. The Visa Card is linked to your Touch 'n Go eWallet and the amount you may transact using the card is subject to you maintaining sufficient funds in your Touch 'n Go eWallet (if any).

The Visa Card is issued by TNG Digital Sdn. Bhd. (**"TNGD"**) (Company Registration No.: 201701042478) and subject to the Touch 'n Go eWallet Visa Card Terms and Conditions herein (the **"Visa Card T&Cs"**). Visa Card T&Cs shall be read together with the Touch 'n Go eWallet Visa Card Product Disclosure Sheet (the **"Visa Card PDS"**) and the Touch 'n Go eWallet User Terms and Conditions and, unless otherwise stated, capitalised terms shall have the same meaning as defined therein. Where applicable, the provisions should be adhered with in good faith and compliance with the Terms and Conditions and all applicable laws of Malaysia relating to the Service, (including but not limited to Bank Negara Malaysia (BNM)'s Rules and Regulations/Guidelines, Communication and Multimedia Act 1998, the Financial Services Act 2013, Unclaimed Money's Act 1965, Bank Negara Malaysia Foreign Exchange Policy, Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA), and all subsidiary legislations, rules and regulations, notices, instructions or directives issued thereunder by the government, relevant authorities and regulatory agencies, and/or any notices, instructions, directives or guidelines given by TNGD in connection with the Service which may be amended from time to time;

Please read the Visa Card T&Cs and only use your Visa Card if you are agreeable to the terms and conditions herein. By using the Visa Card, you acknowledge that you have read and fully understood the Visa Card T&Cs prior to your use thereof and your activation and/or use constitutes your unconditional acceptance of these Visa Card T&Cs which may be amended by TNGD from time to time. If you do not accept these Visa Card T&Cs, please do not continue with activation or use of the Visa Card.

### Definitions

For the purpose of these Visa Card T&Cs, the following terms shall have the meanings as defined below:

<b>"3D Secure"</b>	means a secure protocol for enhanced security and stronger authentication of the Cardholder's identity when the Visa Card is used for online transactions that require OTP;
<b>"Application Fee"</b>	RM15.00 for every new card application or such amount as may be updated and informed by TNGD from time to time;
<b>"ATM(s)"</b>	means automated teller machines;
<b>"ATM Transactions"</b> or <b>"Cash withdrawals"</b>	means transactions referring to the withdrawal of cash from the Visa Card, whether via ATMs or over-the-counter or face-to-face channels where such withdrawals permitted;
<b>"Available Balance"</b>	means the actual amount of funds available at any time for usage on your Touch 'n Go eWallet Account balance;
<b>"Visa Card Limit"</b> or <b>"eWallet Limit"</b>	refers to the same limits as applicable to the Touch 'n Go eWallet being the maximum regulatory limit and maximum amount of funds that can be transacted using your Touch 'n Go eWallet Account and also your Visa Card at any time;
<b>"Visa Card PIN"</b>	means the personal identification number created with the Visa Card (and subsequently modified by the Cardholder) which may be required to be entered by the Cardholder for transactions requiring Visa Card PIN entry or verification;

<b>“Visa Card Transactions”</b>	means transactions referring to any retail or online purchases (including ATM Transactions) made with or on the Visa Card;
<b>“Cardholder”</b>	means you or an individual who has applied for, registered, and has been successfully approved and issued with a Visa Card;
<b>“Contactless Reader”</b>	means the point-of-sale (POS) device/machine which the Visa Card may be used to execute Contactless Payments;
<b>“CSA”</b>	means TNGD’s customer service agent which can be contacted at +603 5022 3888;
<b>“Contactless Payments”</b>	means payments made through a Contactless Reader for the purchase of goods and/or services and charged to the Cardholder by tapping or waving the Cardholder’s Visa Card on/at the Contactless Reader which is registered as successfully made/paid by TNGD’s systems;
<b>“e-KYC”</b>	means the electronic “know-your-customer” process conducted by TNGD on its users through the Touch ‘n Go eWallet for the purposes of identity verification and other security purposes;
<b>“e-Money”</b>	means the electronic money associated with your Visa Card, a scheme for the issuance of electronic money (‘e-money’) as a designated payment instrument under the provisions of the Financial Services Act 2013;
<b>“Identification documents”</b>	means your personal identification documents that we may request from you from time to time;
<b>“Issuer”</b>	means TNGD or its permitted assigns;
<b>“Merchant(s)”</b>	means a retailer, or any other person, firm or corporation, its employees, servants, or agents that accepts cards which displays the Visa acceptance symbol or marks and/or accepts payments using Visa cards and has agreed to provide goods and/or services to the Cardholder;
<b>“Mobile Application/Mobile App/ Touch ‘n Go eWallet”</b>	means TNGD’s software/mobile application through which you may apply and register for the Visa Card, activate, access, set, and modify settings to your Visa Card;
<b>“Mobile Device”</b>	means the hand-phone, mobile phone, or other mobile device belonging or used by the Cardholder that is linked to the Cardholder’s Touch ‘n Go eWallet Account;
<b>“New Offerings”</b>	means new services, features, products, or other offers, promotions, and campaigns in conjunction or associated with the Visa Card that TNGD may introduce from time to time;
<b>“OTP”</b>	means a one-time-PIN which is typically a six-digit code generated by the Issuer and sent to the Cardholder’s mobile phone number associated with your Touch ‘n Go eWallet for the purposes of Visa Card PIN change and verification to facilitate online 3D Secure transactions, and other purposes as TNGD may determine from time to time;
<b>“Product Disclosure Sheet” or “PDS”</b>	means a disclosure document explaining the Visa Card, including its features, fees, charges, benefits and services which can be found on the Touch ‘n Go eWallet App or on the Website.

<b>“Security Details”</b>	means security codes, security questions and answers, and other security details used to verify your identity or other security reasons that you may set in relation to your Visa Card;
<b>“Touch ‘n Go eWallet” or “Touch ‘n Go eWallet App”</b>	means the mobile application known as the “Touch ‘n Go eWallet” which is owned and operated by TNGD;
<b>“TNG Visa Prepaid Card” or “Visa Card”</b>	means the prepaid payment card in plastic or virtual form with contactless functionality (being Visa PayWave enabled) bearing the name Visa and/or service mark of Visa and issued by TNGD (and any substitution, replacement and/or renewal thereof);
<b>“Transactions”</b>	means ATM Transactions, Visa Card Transactions, Contactless Payments, and/or any other transactions made using the Visa Card, including, but not limited to, non-retail transactions (e.g. for professional services at clinics, etc.) as the context may require;
<b>“User Terms and Conditions”</b>	means the general terms and conditions applicable to the use of the Touch ‘n Go eWallet which, for the avoidance of doubt, shall additionally apply to the use of the Visa Card;
<b>“Visa”</b>	means Visa Inc.;
<b>“We” or “we”</b>	means TNGD;
<b>“Website” or “Site”</b>	means <a href="https://www.touchngo.com.my">https://www.touchngo.com.my</a> ;
<b>“You” or “you”</b>	means a Cardholder;

## 1. Incorporation of Touch ‘n Go eWallet User Terms and Conditions

- 1.1 The use of the Visa Card shall be in conjunction with the Touch ‘n Go eWallet as the card is linked to your Touch ‘n Go eWallet Account and, for the avoidance of doubt, all of the User Terms and Conditions applicable to the use of the Touch ‘n Go eWallet generally shall (or with reasonably understood modifications) additionally apply to the Visa Card T&Cs, including, but not limited to, provisions relating to your responsibilities, restrictions of use, privacy and usage of personal and other data, termination and suspension, and liability.

## 2. Availability of the Visa Card and other Services

- 2.1 The Visa Card and all other services are made available to you at TNGD’s discretion. TNGD shall not be obliged to provide any reason for any refusal to issue a Visa Card to you or to suspend or limit any facilities, services or functionalities thereto, or to block, suspend, revoke or terminate your Visa Card.
- 2.2 TNGD may also refuse to approve or issue the Visa Card to you and/or suspend, block, limit, restrict or modify any of the functionalities or services thereunder, revoke or terminate your Visa Card, block/refuse/reverse any transactions, and/or any other action if you (and/or including your associates where you are suspected of operating as syndicate or other similar *modus operandi*):
- 2.2.1 have been blacklisted by any financial institutions, licensed banks or e-money issuers in Malaysia or abroad;
  - 2.2.2 are from a sanctioned country;
  - 2.2.3 are included in our internal watch lists;

- 2.2.4 are included in the Specially Designated Nationals (SDN), politically exposed persons (PEP), or relatives or close associates of PEPs (RCA) lists or other relevant money laundering and terrorism financing information sources, watch-lists, or related databases maintained or provided by both domestic or foreign authorities or monitoring agencies from time to time, including but not limited to, Bank Negara Malaysia, United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC), and the Financial Action Task Force (FATF);
- 2.2.5 you or your Visa Card are listed as a compromised account, blacklisted, or other watch-list by Visa; and/or
- 2.2.6 you or your Visa Card or Touch 'n Go eWallet Account has been detected for money laundering, terrorism financing, fraudulent, illegal and other suspicious activities.
- 2.3 Your Visa Card shall automatically be suspended, blocked, limited, restricted, or terminated if your corresponding Touch 'n Go eWallet Account is similarly suspended, blocked, limited, restricted, or terminated for any reason whatsoever.
- 2.4 TNGD shall not be liable in any way whatsoever for any and all losses or damages which you may suffer arising the exercise of TNGD's rights in this Visa Card T&Cs and/or which arise from your default, including but not limited to:
  - 2.4.1 failure to provide information and documents that are true, accurate, and complete;
  - 2.4.2 your representations, warranties, or other declarations are or become untrue;
  - 2.4.3 your errors or omissions or failure to abide by this Visa Card T&Cs;
  - 2.4.4 failure to pay any applicable fees, costs, or charges;
  - 2.4.5 being listed on any of the blacklists or watch-lists stated herein;
  - 2.4.6 disclosing or allowing or otherwise negligent resulting in your personal particulars, Visa Card PIN, OTP, or Security Details being discovered by others, including setting or creating a Visa Card PIN that can be guessed like your birthday, IC number, etc.; or
  - 2.4.7 failure to comply with any of the usage restrictions or any terms and conditions herein.
- 2.5 As a regulated entity, TNGD plays an important role in fighting money laundering, financial terrorism, financial crimes, and other illegal activities and the availability of the Visa Card and other associated services are subject to:
  - 2.5.1 your compliance with our identity verification, recording of your personal information, and other security processes through our official channels, including, but not limited to, calling you to verify high value Transactions;
  - 2.5.2 AML compliance checks and verification of your source of funds (where required);
  - 2.5.3 Touch 'n Go eWallet Account reviews for suspicious or irregular Transactions; andyou acknowledge and agree that TNGD may be required to report you and/or your Visa Card activity to the relevant authorities and TNGD shall act in accordance with their necessary directions to which you agree that TNGD shall not be liable or responsible for anything that may result therefrom, including blocking, suspending, or terminating your Visa Card and any other losses or inconveniences you may suffer.

2.6 In circumstances where you are in default, including, but not limited to, where you are in breach of the Visa Card T&Cs or the User Terms and Conditions, fail to pay the necessary fees or charges, have provided inaccurate, misleading or fraudulent information or have made false or misleading declarations (including where any representations, warranties or declaration subsequently become untrue), your continued use thereof is deemed unsafe to yourself or others (including, where you appear to be used by or operating as part of a syndicate or other similar *modus operandi*), are a credit risk, or where there have been (or reason to believe that there would likely be) any suspicious, irregular, illegal, or fraudulent transactions, TNGD reserves the right to take one (1) or more of any of the following actions, where appropriate:

2.6.1 refuse to approve any issuance of the Visa Card (or renewal or new card);

2.6.2 revoke any prior approval for the issuance of the Visa Card;

2.6.3 suspend, block, limit, restrict or modify any functionalities or services;

2.6.4 suspend, block, and/or terminate your Visa Card;

2.6.5 block, refuse, and/or reverse any Transactions where appropriate;

2.6.6 take such action as may be directed by the relevant authorities; and/or

2.6.7 take any other action we deem fit at any time at its sole discretion;

and in severe cases, including, but not limited to, circumstances where you have been found to have intentionally compromised the security of your Visa Card, involved in dishonest, illegal or fraudulent activities or were grossly negligent, to take additional actions which include to:

2.6.8 refuse to refund your Available Balance;

2.6.9 claim compensation against you for any losses caused; and/or

2.6.10 take any other action we deem fit at any time at its sole discretion.

(collectively "**Appropriate Remedies**")

2.7 TNGD's exercise of any of the Appropriate Remedies may be with notice where appropriate. We will make commercially reasonable efforts to notify you prior to taking any Appropriate Remedies, however TNGD may not notify you where we are prohibited by the relevant authorities or applicable, or otherwise where the circumstances dictate that no notice should be given.

### **3. Representations and Warranties**

3.1 You hereby warrant, represent and declare that:

3.1.1 you are at least twelve (12) years of age and you are:

(a) a Malaysian citizen with a valid NRIC (or other legally recognised Identification Documents);

(b) a Malaysian permanent resident with a valid mailing address in Malaysia; or

(c) a foreigner either (1) legally residing in Malaysia or (2) gainfully employed pursuant to a valid working visa and with a valid mailing address in Malaysia; and

3.1.2 all information and documents provided by you (including those you input through the Touch 'n Go eWallet) is true, correct and complete and, notwithstanding any verification

that may have been carried out, no reliance may be placed on TNGD to verify the accuracy thereof or to make corrections thereto and TNGD shall be entitled to rely on information and documents provided by you as accurate and complete;

- 3.1.3 any and all funds you apply towards any reload or top-up into the Touch 'n Go eWallet Account are (1) your own personal source of funds or you have all legal authority and permission to use those funds, and (2) such funds are not illegal;
- 3.1.4 no one other than you will use your Visa Card and you will not conduct Transactions on behalf of others;
- 3.1.5 you will not use or permit your Visa Card to be used for money laundering, terrorism financing, fraudulent, illegal and other suspicious activities;
- 3.1.6 you will comply with these Visa Card T&Cs (and any amendments as notified from time to time).

#### **4. Application for the Visa Card**

- 4.1 You may apply for the Visa Card if you qualify within any of the categories in **Clause 3.1.1 paragraphs (a), (b), or (c) above**. You are not eligible if you are under twelve (12) years of age or otherwise not within the aforesaid categories.
- 4.2 You may apply through the Touch 'n Go eWallet App and follow the instructions, providing the information requested completely and accurately and accepting the Visa Card T&Cs.
- 4.3 Your application will be processed upon successful payment and receipt of the Application Fee (if any).
- 4.4 The approval of the Visa Card is absolutely at our discretion and subject to the satisfactory outcome of our internal processes and checks, the requisite customer due diligence (CDD), Know-Your-Customer (KYC) verification (or through our e-KYC verification, which may be done prior to application), and checks with third-party agencies including credit-rating agencies.
- 4.5 We may request further information or documentation from you that may be necessary, including, but not limited to, for the purposes of sufficiently verifying your identity, sources of funds, residential status, etc.
- 4.6 TNGD shall not be under any obligation to inform you if your application is unsuccessful.

#### **5. Delivery of the Visa Card**

- 5.1 Upon successful approval of your application, you will firstly receive a virtual Visa Card and your physical Visa Card will be later sent to the mailing address that you have provided. TNGD shall not be liable for any losses you may suffer if you have provided an incorrect or fail to update your address.
- 5.2 No delivery will be made to any address outside Malaysia or to any P.O. Box address.
- 5.3 TNGD will apply reasonable efforts to ensure that your Visa Card will be delivered to you within 10 working days from date of application approval. If you have not received your card within the said time frame, kindly contact our customer service careline at +603-5022 3888.

- 5.4 Upon receiving your Visa Card, you must activate your card and set your 6-digit Visa Card PIN or your Visa Card may not be accepted by Merchants or otherwise may not be used. You are fully responsible for complying with all the terms and conditions of this Agreement and you shall be bound by them in connection with your use of the Visa Card.

## 6. Activation

- 6.1 You must activate your Visa Card before you may use it. You may activate the Visa Card using your Touch 'n Go eWallet App by following the instructions given in the app and/or found in the welcome letter.

## 7. Fees and Charges

- 7.1 You are responsible for any and all fees that arise from the use of the Visa Card which may include (as applicable), the Application Fee, forex and/or cross-border fees, ATM or other withdrawal fees (domestic and overseas) and any other charges as be prescribed and/or revised from time to time. Unless otherwise stated, such fees are non-refundable.
- 7.2 TNGD reserves the right to deduct, in part or in full, any unpaid fees, cost, charges, and/or transaction amount from any source of funds from any of of your account(s) maintained with TNGD and/or any accounts accessible via the Touch 'n Go eWallet, including but not limited to, Available Balance, GO+ Balance, and/or GOinvest balance to set off any such outstanding payment due to any reason whatsoever.

## 8. Visa Card Personal Identification Number (Visa Card PIN), Security Details and Unauthorized Use

### Visa Card PIN

- 8.1 When activating your Visa Card, you must also set your Visa Card PIN using your Touch 'n Go eWallet App.
- 8.2 Your Visa Card PIN may be changed at any time similarly using the Touch 'n Go eWallet App.
- 8.3 This Visa Card PIN serves as a security protocol to authenticate and verify your identity in order to process Transactions and authorises Merchants to accept such Transaction as valid and authorised by you. No disputes will be entertained for Transactions that were accepted and processed using 3D Secure or where your Visa Card PIN was correctly entered on grounds that you did not authorize or were unaware of such Transactions. All Transactions effected where your Visa Card PIN is correctly entered are deemed to have been fully authorized by you with your full knowledge.

### Security Details

- 8.4 You must also correctly and accurately input the personal data requested which, includes, but is not limited to, mailing address, contact details, mobile number, or other personal details. You may also be asked to set security codes, security questions and answers, and other security details (collectively "**Security Details**").

### Precautions

- 8.5 You should set and create your Visa Card PIN and Security Details as something that is not obvious or which cannot be guessed by someone like your birthday, IC number or repeated

numbers. You must keep your personal particulars, Visa Card PIN, and Security Details confidential and never disclose them to anyone else for any reason whatsoever or keep a written or other record of it which may be discovered by others. TNGD shall not be responsible for any losses you may suffer resulting from third parties discovering or utilizing your personal particulars, Visa Card PIN, or Security Details.

- 8.6 You must keep your Visa Card safe and not accessible to others. You must not allow others, including friends and family or others, to use your Visa Card or share access to your Touch 'n Go eWallet with them as all Transactions carried out using your Visa Card are deemed to be fully authorized by you. You remain liable for all Transactions that are effected using your Visa Card whether or not such Transactions were, in fact, authorized by you or used without your permission.

#### Unauthorized Use

- 8.7 In the event that your Visa Card PIN, or Security Details has been disclosed or discovered by others, you have lost or misplaced your Visa Card, or there has been an unauthorized use of your Visa Card or other suspicious activity on your Visa Card, you must immediately lock your Visa Card through your Touch 'n Go eWallet. You may also contact our CSA for assistance to block your Visa Card and suspend or terminate further usage of your Visa Card. You must do this immediately. TNGD bears no responsibility for any losses or damages you incur that result from your failure to take action to lock your Visa Card or make a report to us, or delay the same on your part.

#### 3D Secure

- 8.8 In addition to your Visa Card PIN, and Security Details, you also must not share any OTP you receive from us on your Mobile Device with anyone else. No disputes will be entertained for Transactions that were accepted and processed using 3D Secure on grounds that you did not authorize or were unaware of such Transactions. All Transactions effected using 3D Secure are deemed to have been fully authorized by you with your full knowledge.

#### Replacement Visa Card

- 8.9 If you report your Visa Card as lost or stolen and require a replacement Visa Card, TNGD may, at its discretion, issue a replacement card to you subject to the applicable replacement card fee, the proper internal approvals and verification. Upon approval and activation, the available balance from your Touch 'n Go eWallet Account will be linked to your new card with a new Visa Card number. Any lost or stolen Visa Card later discovered must not be used and you must cut the card into half and dispose of it or return the same to TNGD.
- 8.10 TNGD reserves the right not to issue to you a replacement Visa Card for security reasons, including where we are unable to satisfactorily verify your identity, or other concerns.

#### Police Reports

- 8.11 Any unauthorized use of your Visa Card constitutes a crime and is theft and you must lodge a police report to substantiate any claim that your Visa Card was used without your authorization. If requested, you must provide us with the police report, failing which, TNGD may not proceed to investigate any claim or report you may have made or provide you with the necessary assistance. Notwithstanding any report or complaint you may lodge with us, if you fail to make a police report and/or provide us with a copy of the same where requested, we may deem that the Transactions complained of were duly authorized or refuse to issue to you a replacement card. Additionally, any refusal to lodge a police or other necessary reports by you may be taken as inference of your complicity in an illegal activity (where appropriate).



### Transactions Prior to Complaint

- 8.12 You shall be nonetheless liable for any Transactions that occur prior to you locking your Visa Card through the Touch 'n Go eWallet or prior to any report made to us. TNGD may, at its discretion, limit your liability to such Transactions to RM250.00 if it is determined that you have not acted fraudulently, dishonestly, and negligently.

### Participation in Illegal or Fraudulent Activity

- 8.13 If it is found that you have carried out, assisted, facilitated, aided or abetted, were complicit (whether actively or passively by act or omission) in any dishonest or fraudulent act(s) which directly or indirectly involved the use of your Visa Card or Touch 'n Go eWallet Account, TNGD reserves the right to take any and all legal action, including to persecute you to the fullest extent of the law and you shall be liable for any and all damages suffered by TNGD arising from such dishonest or fraudulent act(s).

## **9. Usage Restrictions**

- 9.1 In addition to other restrictions herein, the issuance and use of the Visa Card to you is subject to the following restrictions:
- 9.1.1 you may only have one (1) Visa Card;
  - 9.1.2 your Visa Card is non-transferable and you may not allow others to use your card or access your Touch 'n Go eWallet Account;
  - 9.1.3 you may not use the Visa Card for transactions that are or are involved in facilitating illegal, money-laundering, terrorism financing, or fraudulent/dishonest transactions;
  - 9.1.4 for e-wallet reload to e-money issuers other than TNGD using the Visa Card, you are subject to your existing Touch 'n Go eWallet transferable balance. Any transactions in excess of the transferrable balance for e-wallet reload to e-money issuers will be rejected and/or will fail;
  - 9.1.5 you may not pledge your Visa Card or use it as a form of security in favour of any third party(ies);
  - 9.1.6 you may only enable recurring Transactions (e.g. automatic monthly deductions by a telco for your monthly mobile bill) by validating the first of such Transactions using 3DS secure authentication by submitting an OTP and all such subsequent recurring Transactions shall be deemed similarly validated without requiring any OTP;
  - 9.1.7 in the case of recurring Transactions that you may have set with Merchants, you must ensure that there is always sufficient Available Balance prior to each Transaction;
  - 9.1.8 the acceptance, processing, and/or settlement of any Transaction is subject to acceptance by Visa and the Merchant, which are beyond the reasonable control of TNGD; and
  - 9.1.9 the Visa Card may only be used for personal Transactions and not commercial or transactions on behalf of businesses or other non-human entities.
- 9.2 TNGD reserves the right not to accept, process, refuse, and/or reverse any transactions that we suspect are not in compliance with the foregoing restrictions and TNGD shall not be liable for any inconvenience, loss, damage, or embarrassment suffered by you arising from therefrom.

TNGD further reserves the right to block, suspend, or terminate your Visa Card in severe cases or where it is reasonably necessary in the circumstances.

## **10. Validity**

- 10.1 The Visa Card is valid for the period stated on the virtual card and you will be issued with a new card upon the expiry thereof unless (1) you have declined such renewal or (2) TNGD has declined to renew your Visa Card.
- 10.2 TNGD reserves the right not to issue to you any new Visa Card or renew your Visa Card at our discretion, which shall be final and conclusive. When the Visa Card expires, TNGD is not required to issue a new replacement Visa Card and may, by giving adequate prior notice, refuse to issue a new Visa Card. However, if TNGD decides to issue a new Visa Card, all monies and charges owing under the expired card shall be transferred to the new Visa Card.

## **11. The Visa Card is the Property of TNGD**

- 11.1 The Visa Card shall remain the property of TNGD at all times and, if requested, the Cardholder shall surrender the Visa Card to TNGD on demand, failing which TNGD reserves the right to withdraw, suspend, block, or terminate your Visa Card and any other services without prior notice to you or without assigning any reasons whatsoever.

## **12. Features of the Visa Card**

### General

- 12.1 As a Cardholder, you will be able to transact at all Visa enabled Merchants worldwide. Subject to this Visa Card T&Cs and any other applicable rules, you will be able to make purchases at all physical Merchants displaying the Visa acceptance logo, make online-transactions with e-commerce Merchants that accept Visa payments, and make cash withdrawals at ATMs enabled under the Visa payment network and other cash withdrawals at selected channels.
- 12.2 However, TNGD does not warrant that all Merchants will accept or honour your Visa Card as they may have internal rules, terms and conditions, or other concerns to which your Transaction may be subject.
- 12.3 You will also be able to check your transaction history, together with any other functions that TNGD makes available with the Visa Card via the Touch 'n Go eWallet App.

### Contactless Payments

- 12.4 All Visa Cards are Visa PayWave enabled which allows Contactless Payments of up to RM250.00 without entering your Visa Card PIN into the Contactless Readers. You must check that the amount to be deducted is correct and hold the Visa Card against the Contactless Reader until it shows that the payment has been successful. You may opt to set a lower threshold for Contactless Payments using your Touch 'n Go eWallet App.
- 12.5 TNGD may, at its discretion, require some activation or other verification protocols prior to allowing Contactless Payments. You must not allow others to use your Visa Card because, among other reasons, carrying out a Contactless Payment constitutes your authorization to TNGD to deduct the relevant funds from your Touch 'n Go eWallet Account for that Transaction.

- 12.6 You may at times be required to key in your Visa Card PIN into a Contactless Reader in respect of a Contactless Payment for security reasons after a number of repeated Contactless Payments or if any Contactless Payment is triggered where there is doubt as to the authenticity of the Contactless Payment, or for other security.
- 12.7 Contactless Payments are not available for Transactions above RM250.00, card-not-present transactions, online or e-commerce transactions, recurring bill or other payments, or ATM transactions.

#### ATM Transactions

- 12.8 You may make cash withdrawals by using your Visa Card at ATMs that are enabled under the Visa payment network using your six-digit Visa Card PIN or at over-the-counter at Visa participating bank or other institutions by presenting the necessary identification and signing the necessary transaction records. Withdrawals may be subject to the limits set by such Visa participating ATM, bank, or institution.
- 12.9 Withdrawals made outside Malaysia will be in the legal currency of that jurisdiction and subject to the prevailing exchange rates determined by Visa and provided such withdrawals are not in violation of any applicable laws of that jurisdiction.
- 12.10 ATM Transactions and Cash Withdrawals are subject to the applicable fees and charges as prescribed from time to time.

#### Online and e-Commerce Transactions

- 12.11 You may use the Visa Card to make online or e-commerce purchases for goods and services at online Merchants that accept payments enabled by the Visa network. However, TNGD makes no warranties or guarantees of the security or accuracy of any Transactions carried out online, whether through websites or mobile apps as they are beyond the control of TNGD.
- 12.12 TNGD will deem that your entry of your Visa Card information for accurate compliance with relevant security protocols, including OTP where applicable, is sufficient authorization to proceed with the online Transaction and of the authenticity of such instructions. TNGD shall not be obliged to verify the identity of the actual individual effecting such Transaction and TNGD shall not be liable for acting on such instructions regardless of whether they were issued by you or someone else who may have acted with or without your permission.
- 12.13 However, TNGD reserves the right not to process online Transaction if we reasonably suspect that the Transaction is being effected by someone other than you, there are doubts as to the authenticity of the Transaction or other reasons that raise suspicion, or is otherwise unlawful.
- 12.14 No mail-order/telephone order ("MOTO") Transactions are permitted using the Visa Card where payment is effected simply by keying-in your Visa Card number (and/or together with CVC) at a payment or point-of-sale terminal without necessarily having your Visa Card present at the time. All MOTO Transactions are automatically disabled.

#### Touch 'n Go eWallet App

- 12.15 Your Visa Card is linked to your Touch 'n Go eWallet App and Account and there is no necessity to specifically top-up your Visa Card as your Touch 'n Go eWallet Account balance similarly functions as your Visa Card balance. Refer to your Touch 'n Go eWallet App to view and check:
- 12.15.1 your Available Balance to ensure you have sufficient balance to carry out a Transaction, including for recurring Transactions (if any); and

12.15.2 your Transaction history in relation your Visa Card (up to a maximum limit that TNGD may set from time to time) which you should check frequently to ensure that there were no Transactions that were unauthorized by you.

- 12.16 The entries of the Transaction history in your Touch 'n Go eWallet App in relation to the Visa Card are deemed true, accurate and accepted as final and conclusive unless you have informed us of any error within ninety (90) days from the date of the disputed Transaction. TNGD will investigate any such error reported by you and correct such error if it is proven to be erroneous, however if our investigation determines that the disputed Transactions were genuine and properly authorized, then no correction or chargeback will be effected.

#### Touch 'n Go eWallet Settings and Visa Card Limits

- 12.17 You may set your own personal Visa Card settings, including thresholds, through the Touch 'n Go eWallet. You are responsible for the personal settings and other information input by you in the Touch 'n Go eWallet and TNGD shall not be liable for any losses you may incur as a result of implementing or acting on those settings or information that you provide.
- 12.18 You must reload your Touch 'n Go eWallet Account in order to use your Visa Card. The Available Balance for your Visa Card that you may use to carry out Transactions are linked to the available balance in your Touch 'n Go eWallet Account and accordingly, the limits applicable to the Touch 'n Go eWallet equally apply.
- 12.19 The Transactions you may effect are also subject to the same Transaction and other periodic limits as set in the Touch 'n Go eWallet. Transactions exceeding these limits or exceeded on an aggregated basis will not be processed. TNGD may revise these limits from time to time.

#### International & Foreign Currency Transactions

- 12.20 You may transact using your Visa Card at Visa enabled Merchants outside Malaysia both for physical and online Transactions, including ATM Transactions. Where the amount charged is in a foreign currency and not Ringgit Malaysia, the Transaction amount deducted from your Touch 'n Go eWallet Account will be deducted in Ringgit Malaysia calculated at the prevailing foreign currency conversion rate determined by Visa. Administrative or other charges shall apply at the prevailing rates set by TNGD from time to time.

When engaging in both offline and online cross-border transactions with Visa enabled Merchants outside of Malaysia, it is possible that the Merchant may display the transaction amount in Malaysian Ringgit. However, it is important to note that related parties to the transaction may impose additional fees or apply a different currency conversion rate. It is hereby clarified that such fees and conversions are not imposed by TNGD. Consequently, the final deduction made by TNGD may be higher than the amount displayed by the Merchant.

#### Other Services or Products

- 12.21 TNGD may from time to time offer new services, features, products, or other offers, promotions, and campaigns in conjunction or associated with the Visa Card ("**New Offerings**"). Such New Offerings may be subject to additional or supplemental terms and conditions, in addition to this Visa Card T&Cs, which we will make commercially reasonable efforts to inform and make known to you through our relevant communication channels.
- 12.22 You are deemed to have accepted any additional or supplemental terms and conditions if you utilise or participate in any of these New Offerings.

### **13. Alerts/Notifications**

- 13.1 Provided that you are in compliance with these Visa Card T&Cs and your Touch 'n Go eWallet Account is in good standing, TNGD may implement in-app notifications to alert you of (a) first card usage alerts; (b) transaction alerts (domestic or overseas) above a pre-set threshold, (c) suspicious or irregular Transactions, and/or (d) any other alerts, that may be set by you or determined by TNGD from time to time.
- 13.2 This alert service is subject to the availability of an active internet connection and TNGD shall not be liable to you for any alerts that are not delivered, delayed or alerts with inaccurate content due to failures by your network service provider, your failure to maintain an active internet connection which is able to receive alerts, your Mobile Device being accessed by third parties, or any other reasons beyond our reasonable control. TNGD shall not be liable for any costs imposed on you by your network service provider for receiving alerts.
- 13.3 This in-app notification service does not relieve you of any obligations and responsibilities herein to keep your Visa Card, Touch 'n Go eWallet Account, and Mobile Device secure. The in-app notification alerts also do not constitute a valid record of any Transactions.

#### **14. Merchantability**

- 14.1 TNGD merely facilitates payment and shall not be responsible or in any way liable for disputes that may occur between you and the Merchants including, but not limited to, disputes relating to merchantability, fitness for use or purpose, quality, delivery, defects, legality, etc. of the underlying good or service. Such disputes should be referred to the Merchant for resolution and, unless the Merchant is agreeable to reverse any charges, you remain liable for the disputed Transaction amount.
- 14.2 Any chargeback request made by you shall be subject to the Visa chargeback rules.

#### **15. Termination and Cancellation**

- 15.1 Your Visa Card may be cancelled and terminated by (a) the exercise of any termination rights of TNGD hereunder or (b) by voluntary termination by you at any time by sending a notice to us by contacting the CSA. Notwithstanding any termination, you are liable for any Transactions effected prior and, in exceptional cases, after termination.
- 15.2 If termination of your Visa Card is through a voluntary termination by you or terminated due to no default on your part AND your Touch 'n Go eWallet Account is also terminated, then the refund of your Available Balance (if any and less any applicable fees or charges) shall be in accordance with the provisions of the Touch 'n Go eWallet User Terms and Conditions.

#### **16. Product Disclosure Sheet (PDS)**

- 16.1 These Visa Card T&Cs shall be read together with the Product Disclosure for further details of the services, facilities, benefits, fees, charges, and other finer details.

#### **17. Amendment and Modification of Terms and Conditions**

- 17.1 TNGD reserves the right at its absolute discretion, from time to time, to vary, add to, delete, or otherwise amend these Visa Card T&Cs or any part thereof by giving you twenty-one (21) days' prior notice of such changes, additions, or deletions. Your continued use of the Visa Card after the effective date of any variation, addition, deletion, or amendments to these Visa Card T&Cs

shall constitute your unconditional acceptance of such variation, addition, deletion, or amendments. You are advised to visit TNGD's website from time to time to keep updated of the latest variation of these Visa Card T&C's (if any).

- 17.2 The fees and charges imposed by TNGD pursuant to the Visa Card T&Cs may change from time to time. TNGD shall notify you of any changes to the fees and charges imposed by TNGD giving no less than twenty-one (21) days' notice prior to the effective date of the said changes to the fees and charges.

(Terms and Conditions are updated as at 20th December 2023 and will be effective on 11<sup>th</sup> January 2024)

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