Terms and conditions governing the use of the AutoBillPay Service

The terms and conditions herein shall be read together with and supplementary to the standard conditions of AmBank (M) Berhad (8515-D) (" the Bank") and AmBank Islamic Berhad (295576-U) ("the Bank") Credit Card/-i Agreement ("Card Agreement"). In the event of any discrepancy or inconsistency between this agreement and the Card Agreement, the terms of this Agreement shall prevail in so far as applicable to the AutoBillPay Service.

Definitions

Except where the context otherwise requires, or unless these terms and conditions otherwise provide, all words, names and expressions defined in the Card Agreement when used or referred to in these terms and conditions shall have the same meaning as that provided in the Card Agreement.

"Eligible Cardholder" means the Cardholders of the Bank who has applied and has been issued with the Principal Card including the Supplementary Card as herein described ("Cardholder")

"The Service" means "AutoBillPay Service" made available by the Bank in accordance with the terms and conditions stipulated herein. ("Service")

"Participating Billers" means the list of service providers for the auto bill payment as follow:

- Tenaga Nasional Berhad (subject to a maximum billing amount of RM5,000 per account)
- ii. Astro
- iii. Allianz Insurance*
- iv. MCIS Insurance*
- v. Zurich Insurance*

(*Not applicable for AmBank Islamic Credit Card-i Cardholders)

Note: The auto bill payment service is not available for Sabah Electric and SESCO.

- 1. Cardholders whose Card Account is current and in good standing will be eligible to apply for the Service.
- 2. Cardholders can apply for the Service either by:-
 - 2.1. Registration by way of short messaging system (SMS)
 - (a) SMS PAYBILL<space> New IC No<space>last 4 digits Card No<space>Account No<space>Service Provider Name to 66300.
 - This applies for Service Providers such as Astro and Tenaga Nasional Berhad OR
 - (b) SMS PAYINSURANCE<space>New IC No<space>last 4 digits Card No<space> IC of Policyholder <space>Policy No<space> Insurer Name<space> Name of Policyholder<space>Relationship to Cardholder to 66300.

This applies for Service Providers such as MCIS, Allianz and Zurich Insurance.

- (c) Registration request made via SMS must be from the mobile number registered with the Bank.
- (d) Standard telco charges shall apply for each SMS request made.
- 2.2. Completing the enrolment form and fax to 03-21713171 OR
- 2.3. Mail in the enrolment form to the address as stated below:

AmBank (M) Berhad Card Centre, P.O.Box 12925 50792 Kuala Lumpur.

- 3. The Bank may periodically prescribe any other method of application for the Services at its own discretion.
- 4. A copy of the enrolment form can be obtained at our website www.ambank.com.my
- 5. If you have an existing AutoBillPay enrolment with your other banks for Zurich Insurance and Astro, your enrolment for the AutoBillPay services with AmBank will automatically supersede the current enrolment and you need not notify or terminate the service with the Participating Billers. For the remaining Participating Billers, you will need to terminate the enrolment first before enrolling for AutoBillPay service to avoid double billing or late billing.
- 6. The Bank shall at its absolute discretion, and without assigning any reason thereto, accept or reject the Cardholder's enrollment for the Service or the Bill Payment advice presented by the Participating Biller(s) to the Bank relating to any outstanding amount due by the Cardholder to the Participating Biller(s).
- 7. Cardholder shall be notified of the acceptance of the enrollment and commencement date of the Service. Until the Cardholder receives notification from the Bank, the Cardholder is obliged to settle, and shall settle, all outstanding bills of the Participating Biller(s) directly with the Participating Biller(s) prior to the commencement date of the Service.
- 8. The Bank shall not be liable to the Cardholders for any charges, loss, damages or liability of any nature incurred by the Cardholder because of a delay or failure by the Bank in approving any application for the Service.
- 9. Upon approval of the Cardholder's application for the Service, all amounts due and owing to the Participating Biller(s) shall be debited from the Cardholder's Card Account and such arrangement shall continue unless the Cardholder advises the Bank to terminate the Service(s). Any request for termination must be received at least 7 business days before the payment is due. For the avoidance of doubt, the Bank shall not be held responsible for any delay in effecting such termination.
- 10. In the event there is no available credit limit in the Cardholder Card Account when the payment falls due, the payment shall not be made and the Bank shall not be obliged to inform the Cardholder. The Bank shall not in any way be liable for any losses, claims, expenses, or damages suffered by the Cardholder as a result of the payment not being made.

- 11. The Bank shall not be responsible for any acts or omission on the part of the Participating Biller(s) or for any defect or deficiency in the services provided by the Participating Biller(s). Any complaint or dispute by the Cardholder must be resolved directly with the Participating Biller(s) own costs and expense and no claim against the Participating Biller(s) may be set-off or counter-claimed against the Bank. The Cardholder shall not withhold payment to the Bank on account of such complaint or dispute or under any circumstances whatsoever.
- 12. In consideration of the Bank agreeing to provide the Service, the Cardholder undertakes to indemnify the Bank against all losses, costs, damages, expenses, claims and demands which the Bank may incur or sustain as a result of the provision of the Service. This indemnity will survive notwithstanding termination of the Service by the Cardholder or the Bank.
- 13. The Bank shall not be responsible or liable for any abuse, misuse or failure or delay in the transmission of the information due to any network, communication or system error or any interruption to the Service.
- 14. If the Cardholder Card Account has been terminated, revoked, cancelled or withdrawn, the Bank shall immediately discontinue the Service and the Bank will not be liable for any damages or losses which may arise. The Cardholder shall be solely responsible for paying the unpaid charges directly to the Participating Biller(s).
- 15. In the event of any change of the Cardholder credit card number due to lost/stolen, fraud or upgrade/conversion, the Cardholder will have to sign up for the Service in accordance with these terms and conditions.
- 16. The Bank may disclose any information relating to the Cardholder or the Cardholder's Card Account to the Participating Biller.
- 17. The Bank shall have the right to add, delete, suspend or vary these terms and conditions, from time to time by publishing on the Bank's website or in any other way deemed suitable by the Bank within twenty-one (21) calendar days' prior to the effective date. The Cardholder will be bound by such alterations or amendments upon the effective date specified by the Bank. Cardholders agree to access the website at regular time intervals to view the terms and conditions and to ensure they are kept-up to date with any changes and variations to the terms and conditions.
- 18. All terms and conditions stipulated herein are governed by and construed in accordance to the laws of Malaysia and any legal disputes shall be commenced and heard exclusively in courts in Malaysia.

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