



Credit Card Kad Kredit

Terms & Conditions Terma Dan Syarat

03-2161 1055

www.dinersclub.com.my

DINERS CLUB CREDIT CARD TERMS AND CONDITIONS

This document contains the terms and conditions of the membership of Diners Club (Malaysia) Sdn Bhd ("Diners") and the use of your credit card issued by Diners which is binding on you. You shall be deemed to have accepted the Terms and Conditions herein and shall be bound by them by the use of your credit card.

Definitions

In this Agreement, the following words or expressions shall have the following meaning:-

The words "you", "your" and "yours" means all parties or persons responsible for complying with the Terms and Conditions under this Agreement, including the party or person who applied for membership to open the account and the party or person to whom we address billing statements.

The word "Card", unless stated otherwise, means one or more cards issued by us to permit you to obtain credit under this Agreement.

The words "we", "us" and "our" means Diners Club (Malaysia) Sdn Bhd 3908-K, the issuer of your Card and Card Account.

The word "Card Account" means the Card account issued by us where the amount of your purchases of goods and/or services, cash advance, fees and charges incurred by you, including any payment or credit made and is recorded by us.

Diners is a company operating a local Diners Club International Ltd ("DCI") charge/credit card business in Malaysia pursuant to a licence by Bank Negara Malaysia and franchise granted to it by DCI .

1. Minimum Age

Principal Card Applicant: For principal card applicant(s), the minimum age is 21 years old.

Supplementary Card Applicant: For supplementary card applicant(s), the minimum age is 18 years old.

2. Minimum Income

Minimum Income (fixed plus proven variable income) per annum

The minimum income of principal card applicant(s) is RM18,000.00 per annum or such higher income requirements as Diners may determine at its absolute discretion.

3. Using Your Card Account and Your Credit Limit

The Card must be signed to be used. Notwithstanding that, whether you sign the Card or not, you are fully responsible for complying with all the terms of this Agreement, including the obligation to pay us for all balances due on your Card Account as specified in this Agreement. The use of your Card shall also be subject to our prevailing terms and conditions, regulations or directives by any regulatory authorities whether or not having the force of law or other statutory requirements prescribed from time to time.

Diners shall at its sole discretion specify your credit limit and change your credit limit at any time. We will notify you of any new credit limit either by sending you a notice or through your billing statement. A change may take effect before you receive notification from us. You may request a change to your credit limit by contacting us through Customer Service Department or written instruction to us and send to the address or facsimile number designated by us, subject to our approval.

The full amount of your credit limit is available to purchase goods and/or services wherever the Card is honoured. In the case of cash advances, Diners may at its sole discretion determine a sub-credit limit within the credit limit specified by Diners. Such sub-credit limit may not be previously notified to you. You may obtain such cash advances by presenting your Card at our office counters or banks or institutions stipulated by Diners, together with evidence of your identity by signing the necessary transaction records, and automated teller machines ("ATM") that accept the Card.

The total amount charged to your Card Account, including purchases, balance transfers, cash advances, finance charges, fees and other charges must not exceed your credit limit. However, if that total amount exceeds your credit limit, you must make good any excess thereon. We may at our sole and absolute discretion approve transactions that cause you to exceed your credit limit without waiving our rights under this Agreement.

4. Card

Your Card is and shall at all times remain our property and shall be surrendered to us immediately upon our request or the request of our duly authorised agent. Upon expiry of your Card, you shall immediately surrender the expired Card. We may issue you with a New Card, with or without your request, entirely at our sole and absolute discretion whether to do so.

Your Card is not transferable and shall be used exclusively by you. Your Card shall not be pledged by you as security for any purpose whatsoever.

Your Card may be used by you in connection with the facilities made available by us from time to time, including but not limited to, the following:-

- the payment for purchase of goods and/or services which payment shall be charged to your Card Account;
- any ATM transaction effected through your Card;
- any cash advance facility which shall be debited to your Card Account; and
- other facilities as may be offered by us from time to time, subject to prior arrangement with us.

Your Card must not be used for any unlawful activities, such as online betting and/or gambling activities. You agree that we do not owe you any duty and/or obligation whatsoever to monitor and/or block the use of the Card for any unlawful activities. If we find that your Card has been used for any unlawful activity, we shall be entitled to immediately terminate the use of the Card without prior notice to you.

Credit of any winnings, unspent chips, or other valuable and usable of any value for gambling transactions will not be accepted nor credited into your Card Account.

You cannot use your Card for any business and/or commercial purposes which are deemed to be unacceptable to us and we shall be entitled to block the authorisation for the use of the Card for such activities.

You may at any time terminate the use of your Card by calling Diners or giving prior written notice to us. No refund of the annual or other fees or any part thereof will be made to you and you shall remain liable for the amount of any transaction effected through the use of your Card (whether before or after the termination of your Card), including transactions effected but not yet posted to the Card Account as well as transactions arising from any mail, telephone order schemes or e-commerce transactions, existing standing instructions or otherwise (however made or purported) to have been made by you to a service establishment for the provision of goods and services and charged to the Card Account. It is solely your duty and responsibility to notify the service establishment and cancel any existing standing instructions prior to or upon termination of your Card.

Upon termination of the use of your Card, you should forthwith return your Card to us at your own cost and expense.

5. Supplementary Cards

You may apply for additional cards on your Card Account ("Supplementary Card(s)") for a person or persons nominated by you to be an additional cardmember or cardmembers ("Supplementary Cardmember(s)"). **However, if you do, you are liable to pay us all charges made or incurred by the Supplementary Cardmember(s), notwithstanding that the Supplementary Card(s) may bear different credit card account numbers and may have separate assigned credit limits.** All terms and conditions herein shall apply to the Supplementary Cardmember(s) in relation to the Supplementary Card(s), save as otherwise provided in the Terms and Conditions herein. The Supplementary Cardmember(s) may be subject to such other terms and conditions as we may impose from time to time.

6. Auto-Billing Facilities with Diners Club Service Establishments

For the purpose of this section: - The word or expression "Service" shall mean the auto-billing service which you have registered for whatsoever goods or services in relation to payments due to the participating service establishment ("the Service Establishment"), offering such auto-billing services, and published from time to time in our Website. In the event that you obtain a replacement card for reasons of fraud, replacement of lost, stolen or damaged card, renewal of expiring card, upgrading of existing card or for any reason whatsoever, we shall at our best endeavour, but shall not be obligated, to transfer all instructions for the Service to the replaced card to prevent interruption of the Service.

If the replacement card option is not applicable, we may at our sole and absolute discretion (which discretion shall not be questioned) elect not to make any payment of the said charges to all or any of the Service Establishment, in which event you shall be responsible for paying the unpaid said charges directly to the Service Establishment.

You hereby authorize us to disclose the replacement card details to the Service Establishment from time to time for purposes of and in relation to providing the Service and expressly consent to such disclosure and confirm and declare that no further consent from you is necessary or required in relation thereto and we shall be under no liability for disclosing such information.

In consideration of us agreeing to provide the Service, you undertake to indemnify us against all losses, costs, damages, expenses, claims and demands which we may incur or sustain as a result of the provision of the Service. The Service may be terminated by either of us by giving to the other party not less than one month's notice in writing or via phone call to our Customer Service Department. Termination of the Service shall not terminate your membership with Diners nor your Card. In the event your Card is terminated for whatever reason, the Service and our agreement to make payment to the Service Establishment under the Service shall immediately terminate.

Notwithstanding the Service herein, all terms and conditions existing between the Service Establishment and you and your obligations therein contained shall continue to be binding between you and the Service Establishment.

We are under no obligation to issue a replacement card following its loss or theft. Any replacement card will be subjected to a replacement card fee as we may determine from time to time. Upon any loss, theft and/or unauthorized use of your Card or upon discovery that any person or persons have acquired knowledge of the PIN, you shall request us to issue a replacement card and we shall have the right at our sole and absolute discretion to accept or refuse such request without having to assign any reason whatsoever.

If you use your Card to purchase goods and/or services through e-commerce, you shall be solely responsible for the security of such use at all times. You agree that the entry of your Card information on the e-commerce shall be sufficient proof of the authenticity of such instructions. We shall not be under any obligation to verify the identity or the authority of the person entering your Card information and we shall not be liable for acting on such use of your Card regardless of whether the person is authorised or unauthorised and regardless of the circumstances prevailing at the time of the transaction. However, we reserve the discretion to not carry out any such transactions over e-commerce if we have any reason to doubt its authenticity or if, in our absolute opinion, it is unlawful or otherwise improper to do so or for any other reason.

To prevent unauthorised usage, you shall destroy the unexpired old Card by cutting it into several pieces, ensuring that the magnetic stripe portion and chip, if any, is completely damaged before disposing the Card.

All charges arising from all transactions effected through the use of your Card when it has been carelessly disposed of including all cash withdrawals and advances shall be deemed to have been made by you and you shall be liable for such charges.

Without prejudice to our rights and notwithstanding that you may have exercised all reasonable precaution and diligence to prevent the loss or theft or unauthorised use of your Card, you shall remain liable to us if you have acted fraudulently in the use of your unexpired old Card.

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If the replacement card option is not applicable, we may at our sole and absolute discretion (which discretion shall not be questioned) elect not to make any payment of the said charges to all or any of the Service Establishment, in which event you shall be responsible for paying the unpaid said charges directly to the Service Establishment.

You hereby authorize us to disclose the replacement card details to the Service Establishment from time to time for purposes of and in relation to providing the Service and expressly consent to such disclosure and confirm and declare that no further consent from you is necessary or required in relation thereto and we shall be under no liability for disclosing such information.

In consideration of us agreeing to provide the Service, you undertake to indemnify us against all losses, costs, damages, expenses, claims and demands which we may incur or sustain as a result of the provision of the Service. The Service may be terminated by either of us by giving to the other party not less than one month's notice in writing or via phone call to our Customer Service Department. Termination of the Service shall not terminate your membership with Diners nor your Card. In the event your Card is terminated for whatever reason, the Service and our agreement to make payment to the Service Establishment under the Service shall immediately terminate.

Notwithstanding the Service herein, all terms and conditions existing between the Service Establishment and you and your obligations therein contained shall continue to be binding between you and the Service Establishment.

We are under no obligation to issue a replacement card following its loss or theft. Any replacement card will be subjected to a replacement card fee as we may determine from time to time. Upon any loss, theft and/or unauthorized use of your Card or upon discovery that any person or persons have acquired knowledge of the PIN, you shall request us to issue a replacement card and we shall have the right at our sole and absolute discretion to accept or refuse such request without having to assign any reason whatsoever.

If you use your Card to purchase goods and/or services through e-commerce, you shall be solely responsible for the security of such use at all times. You agree that the entry of your Card information on the e-commerce shall be sufficient proof of the authenticity of such instructions. We shall not be under any obligation to verify the identity or the authority of the person entering your Card information and we shall not be liable for acting on such use of your Card regardless of whether the person is authorised or unauthorised and regardless of the circumstances prevailing at the time of the transaction. However, we reserve the discretion to not carry out any such transactions over e-commerce if we have any reason to doubt its authenticity or if, in our absolute opinion, it is unlawful or otherwise improper to do so or for any other reason.

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and interest are subject to change without notice; a "No Show" charge equivalent to the rate charged by the hotel/motel service establishment for one night's lodging for each room reserved if you use your Card to book or reserve any accommodation at a hotel/motel establishment and fails to arrive before the check-out time the day following your scheduled arrival or if you fail to cancel the reservation or fail to provide the cancellation number given by the hotel/motel service establishment;

(ix) a handling and processing fee of RM 20.00 only for each ATM withdrawal disputed by you where subsequent investigation revealed that such dispute for cash not dispensed or incorrect amount of cash dispensed is false or unfounded

(x) In the event any sales tax or any other tax levied by the government is imposed on Diners, then Diners reserves the right to charge the said tax to you by debiting such amount to your account and you agree to accept such debits which shall be reflected in the monthly or periodic statement of accounts sent by Diners to you.

(xi) Interest shall accrue on each cash advance from the date of the advance until repayment in full at the current rate of 1.5% per month (or 18% per annum) or such other rate as we may prescribe from time to time and in accordance with the amount of each cash advance (subject to a minimum of RM20.00 or such amount as we may determine from time to time and in accordance to BNM guidelines) and charged to your Card Account. For the avoidance of doubt, any withdrawal of excess credit in your Card Account through the use of your Card or by requesting us to issue you a cheque for such withdrawals shall be treated as a cash advance and all terms and conditions relating to cash advances shall apply to such withdrawals of funds.

Your monthly statement will show the interest that has been accruing on cash advance until the date of repayment in full and the cash advance fee.

(xii) Notwithstanding the above provisions, Diners may at its discretion to vary the rate of such fees and charges by written notice to you and such amended rate shall take effect from the date specified in said notice.

All fees paid to or in connection with the Card to us are non-refundable under any circumstances whatsoever.

16. Statement of Account

Diners may serve monthly or periodic statement of accounts and/or notices on you, as the principal Cardmember, and the Supplementary Cardmember, by serving it pursuant to the Terms and Conditions herein. Diners reserves the right not to send any statement for any period during which the Card account is inactive.

Your statement shows the total balance, any finance charges, fees, charges, the minimum amount due and the payment due date. It also shows your current credit limit, an itemised list of current charges, payments and credit and certain important information.

You shall carefully examine the statement upon presentation and shall give written notice to Diners of any discrepancy therein within 14 days from the date of the statement. All notices, monthly or periodic statement of accounts shall be deemed to have been received by you 3 days after posting by ordinary mail to your billing or last known address. If Diners does not receive any such written notification from you, the statement shall be deemed correct and you shall be liable to pay for all the outstanding balance stated therein by the relevant Payment Due Date.

If you dispute any transactions stated in your statement, we may in our absolute discretion deem fit conduct any investigation(s) regarding the disputed transaction(s) wherein the following shall apply:

(i) if investigation discloses that you are involved directly or indirectly in the incurring of such unauthorized charges or cash advances, you shall be liable for all the unauthorized charges incurred or cash advances effected, whether before or after Diners receipt of such written notification or such extent of the unauthorized charges or cash advances effected notwithstanding Diners has lodged a police report about such occurrence.

(ii) No finance charge(s) and/or investigation charge(s) shall be levied in the event that the investigation(s) reveal that you are not liable for any of the disputed transaction(s).

(iii) If you are not liable for any of the disputed transaction(s), you shall be liable for any of the disputed transaction(s) which you are liable for.

(iv) If you are not liable for any of the disputed transaction(s), you shall be liable for any of the disputed transaction(s) which you are liable for.

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(xiv) If you are not liable for any of the disputed transaction(s), you shall be liable for any of the disputed transaction(s) which you are liable for.

(i) presenting your Card at Diners's office or any related banks or institutions stipulated by DCI from time to time together with evidence of your identification and signing the necessary transaction record; or

(ii) using your Card at any ATMs of any banks or institutions stipulated by DCI from time to time with whom we have an arrangement(s) for the use of the ATMs (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of such ATM).

For all inter-country transactions via ATM and/or any member institution of DCI, the exchange rates (if applicable) shall be the prevailing exchange rates which shall be determined by us at our sole discretion and all such transactions shall not violate the laws of the country where the transactions are effected.

Your use of your Card to obtain a cash advance shall be deemed to constitute your agreement to pay interest on each cash advance and cash advance fee as we may prescribe from time to time.

Interest shall accrue on each cash advance from the date of the advance until repayment in full at the current rate of 1.5% per month (or 18% per annum) or such other rate as we may prescribe from time to time and in accordance with the amount of each cash advance (subject to a minimum of RM20.00 or such amount as we may determine from time to time and in accordance to BNM guidelines) and charged to your Card Account. For the avoidance of doubt, any withdrawal of excess credit in your Card Account through the use of your Card or by requesting us to issue you a cheque for such withdrawals shall be treated as a cash advance and all terms and conditions relating to cash advances shall apply to such withdrawals of funds.

Your monthly statement will show the interest that has been accruing on cash advance until the date of repayment in full and the cash advance fee.

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Diners may serve monthly or periodic statement of accounts and/or notices on you, as the principal Cardmember, and the Supplementary Cardmember, by serving it pursuant to the Terms and Conditions herein. Diners reserves the right not to send any statement for any period during which the Card account is inactive.

Your statement shows the total balance, any finance charges, fees, charges, the minimum amount due and the payment due date. It also shows your current credit limit, an itemised list of current charges, payments and credit and certain important information.

You shall carefully examine the statement upon presentation and shall give written notice to Diners of any discrepancy therein within 14 days from the date of the statement. All notices, monthly or periodic statement of accounts shall be deemed to have been received by you 3 days after posting by ordinary mail to your billing or last known address. If Diners does not receive any such written notification from you, the statement shall be deemed correct and you shall be liable to pay for all the outstanding balance stated therein by the relevant Payment Due Date.

If you dispute any transactions stated in your statement, we may in our absolute discretion deem fit conduct any investigation(s) regarding the disputed transaction(s) wherein the following shall apply:

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(i) presenting your Card at Diners's office or any related banks or institutions stipulated by DCI from time to time together with evidence of your identification and signing the necessary transaction record; or

(ii) using your Card at any ATMs of any banks or institutions stipulated by DCI from time to time with whom we have an arrangement(s) for the use of the ATMs (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of such ATM).

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Your statement shows the total balance, any finance charges, fees, charges, the minimum amount due and the payment due date. It also shows your current credit limit, an itemised list of current charges, payments and credit and certain important information.

You shall carefully examine the statement upon presentation and shall give written notice to Diners of any discrepancy therein within 14 days from the date of the statement. All notices, monthly or periodic statement of accounts shall be deemed to have been received by you 3 days after posting by ordinary mail to your billing or last known address. If Diners does not receive any such written notification from you, the statement shall be deemed correct and you shall be liable to pay for all the outstanding balance stated therein by the relevant Payment Due Date.

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