

DINERS CLUB CARD

TERMS & CONDITIONS

Diners Club Cards are issued subject to the following Terms and Conditions:-

1 THE CARD

- 1.1 The Diners Club Charge Card (the "Card") is the property of Diners Club (Malaysia) Sendirian Berhad ("Diners Club").
- 1.2 The Card is not transferable and must be signed by the authorised Cardholder. During its currency it entitles the Cardholder and no one else to sign bills for credit with any supplier establishment of Diners Club.

2 MEMBER / CARDHOLDER

- 2.1 The term "Member" refers to a person who has a personal account opened in his/her name or a company/corporation/firm/sole-proprietorship which has a corporate account opened in its name. The "Cardholder" has his/her name validly embossed on the Card and includes a Basic Cardholder and a Supplementary Cardholder. The Basic Cardholder is the person who has a personal account and the Supplementary Cardholder is the person who holds a Card under the account of the Member/Basic Cardholder.

3 CARD ACCOUNT

- 3.1 The Member/Cardholder will be liable for the face value of all transactions ("Transactions") effected through the use of the Card even if no sales draft or other charge slip is required to be signed by him. Types of transactions effected without the Member's/Cardholder's signature may include without limitation orders placed by telephone, facsimile, mail or internet, direct debit authorisation, or use of the Card in an ATM (automated teller machine) whenever the ATM service is available (whether or not such device belongs to Diners Club), at supplier establishment's point of sale terminal/card reader, in a credit card payphone, or any other means or devices approved by Diners Club from time to time. Diners Club will ensure that the face value of all Transactions and all charges, fees, instalments, outstanding balance, and other sum payable are debited to the account of the Member/Cardholder. Diners Club shall render monthly or periodic statement of accounts to the Member/Cardholder in respect of all such sum and each account shall become payable in Ringgit Malaysia at Diners Club's address indicated on the statement upon presentation and the Member/Cardholder hereby undertakes to make suitable arrangements for same to be paid in the event of his/her absence from Malaysia.
- 3.2 Foreign charge(s) incurred by the Member/Cardholder shall be converted into Ringgit Malaysia at such rate of exchange plus administrative charges as shall be determined from time to time by Diners Club.
- 3.3 The Member/Cardholder understand that Diners Club issues the Card on the basis that the information provided by the Member/Cardholder is and will remain true and correct. The Member/Cardholder must promptly notify Diners Club in writing upon any change of such information including that on employment, business or residential address, permanent residence or telephone numbers or if a Member/Cardholder intends to be absent from Malaysia for more than sixty (60) days.

4 CASH ADVANCE, ATM & PIN

- 4.1 Diners Club may, at its absolute discretion, issue a Personal Identification Number (PIN) to a Member/Cardholder for use in combination with his/her Card.
- 4.2 A PIN issued to a Member/Cardholder may be collected personally by the Member/Cardholder or sent by ordinary post to the Member/Cardholder at his/her own risk.
- 4.3 When a PIN is issued by Diners Club to the Member/Cardholder, he/she must not disclose the PIN and shall take care to prevent the PIN from being disclosed to any other person. In the event of a disclosure, Member/Cardholder shall furnish evidence to the satisfaction of Diners Club that the disclosure is not due to the fault/negligence of the Member/Cardholder. Any decision with regards to the disclosure shall be deemed to be absolute and conclusive.
- 4.4 The Member/Cardholder may obtain cash advances up to such limit as Diners Club may determine, whether or not such limit is notified to the Member/Cardholder, by the following means :-
 - 4.4.1 by presenting the Card at Diners Club's office or banks or institutions stipulated by Diners Club, together with evidence of his/her identity and by signing the necessary transaction record; or
 - 4.4.2 by using the Card and PIN at any ATM bearing the Discover, PULSE and/or Diners Club logos or such other ATM of any banks or institutions (with some exceptions) stipulated by Diners Club from time to time with whom Diners Club has an ATM service arrangement for the use of the ATM of the said bank or institution (in which case the amount of each cash advance will be further subject to Diners Club's charge limit and the applicable daily withdrawal limit of such ATM). For all inter-country transactions via ATM and/or related banks or institutions as stipulated by Diners Club from time to time, the exchange rates plus administrative charges shall be determined by Diners Club at its sole discretion and all such transactions shall not violate the laws existing in the country where the transactions are done.
- 4.5 The Member/Cardholder is liable for all transactions effected by the use of the Card and PIN at any ATMs whether with or without his/her knowledge or authority and the Member/Cardholder irrevocably authorizes Diners Club to directly debit from his/her account the amount of all such transactions.
- 4.6 Diners Club is entitled at its absolute discretion to withdraw the use of the PIN and cash advance facility without giving any prior notice and/or reason to such withdrawal to the Member/Cardholder.
- 4.7 Diners Club shall not be liable for any loss or damage (direct and/or indirect) that a Member/Cardholder may suffer as a result of the use of a PIN or the failure of a Member/Cardholder to obtain any cash advance with the Card.

5 STATEMENT OF ACCOUNTS

- 5.1 Diners Club may serve monthly or periodic statement of accounts and/or notices on the Supplementary Cardholder by serving it pursuant to the Terms and Conditions herein on the Member/Basic Cardholder. Diners Club reserves the right not to send any statement for any period during which the Card account is inactive.
- 5.2 The Member/Cardholder shall carefully examine the statement upon presentation and shall give written notice to Diners Club of any discrepancy therein within twenty-one (21) days from the date of the statement. All notices, monthly or periodic statement of accounts shall be deemed to have been received by the Member/ Cardholder three (3) days after posting by ordinary mail to the Member's/Cardholder's billing or last known address. If Diners Club does not receive any such written notification from the Member/Cardholder, the statement shall be deemed correct and the Member/Cardholder shall be liable to pay for all the outstanding balance stated therein by the relevant payment due date.

6 CHARGES

- 6.1 Diners Club shall levy service charges at the rate of 3.0% per month (or RM15.00 per month whichever is the greater) and late payment charges at the rate of 1.0% per month (or RM25.00 per month, whichever is the greater) on the Member's/Cardholder's monthly account if payment in full is not received by Diners Club by the Payment Due Date. Service charges and late payment charges shall be calculated based on the daily outstanding balance until such time as the account is fully settled with Diners Club.
- 6.2 Daily outstanding balance for the purposes of the calculation of service charges and late payment charges referred to above includes all current transactions, service charges, late payment charges, administrative fees and all other sums owed in respect of the account. Service charges and/or late payment charges shall be levied on current transaction(s) from the date(s) such transaction(s) is/are debited to the Member's/Cardholder's account. No service charges shall be levied on the Member's/ Cardholder's monthly account if payment in full is received by Diners Club on or before the payment due date. Diners Club shall not be liable to pay any interest to the Member/Cardholder if there is a credit balance in the Member's/Cardholder's account. Diners Club also reserves the right to vary the aforesaid monthly rate(s) of service charges and/or late payment charges at any time as it deems fit and such variation shall also be applicable to the Member's/Cardholder's account which has been cancelled and not fully settled at the time of such variation. It is further agreed that nothing in this Clause shall affect the exclusive and discretionary right of Diners Club as defined in Clause 13.1 to suspend/restrict the Member's/Cardholder's account.
- 6.3 Diners Club shall impose a cash advance fee of 6.0% (or RM20 whichever is the greater) on the amount of cash advanced to a Member/Cardholder. Any other miscellaneous fee imposed by other participating banks or institutions for withdrawal of cash advance will be borne by the Member/Cardholder. Cash advance fee and interest are subject to change without notice.
- 6.4 A fee of RM100.00 shall be levied by Diners Club for every cheque issued by a Member/Cardholder in purported payment towards his/her account which is dishonored.
- 6.5 Diners Club shall impose a "No Show" charge equivalent to the rate charged by the hotel/motel establishment for one night's lodging for each room reserved if the Member/ Cardholder uses his/her Card to book or reserve any accommodation at a hotel/motel establishment and fails to arrive before the check-out time the day following his/her scheduled arrival or if he/she fails to cancel the reservation or fails to provide the cancellation number given by the hotel/motel establishment.
- 6.6 Annual subscription or membership fees paid are nonrefundable.
- 6.7 A fee of RM5.00 shall be levied by Diners Club for every duplicate copy of sales draft or statement of account requested by a Member/Cardholder.
- 6.8 An administrative fee to be determined by Diners Club from time to time will be imposed for each ATM cash advance transaction which has been declined.
- 6.9 Diners Club shall impose a handling and processing fee of USD50.00 (or local currency equivalent) for each ATM withdrawal disputed by Member/Cardholder where subsequent investigation revealed that such dispute for cash not dispensed or incorrect amount of cash dispensed is false or unfounded.
- 6.10 In the event any sales tax or any other tax levied by the government is imposed on Diners Club, then Diners Club reserves the right to charge the said tax to the Member/ Cardholder by debiting such amount to the account of the Member/Cardholder and the Member/Cardholder agrees to accept such debits which shall be reflected in the monthly or periodic statement of accounts sent by Diners Club to the Member /Cardholder.

7 CHARGE SLIPS

- 7.1 Diners Club shall be entitled to treat any sales draft, Transaction record, credit voucher and/or any charge record or transaction effected by the use of the Card including transactions effected via electronic point-of-sale terminals, telephone, mail order, e-mail and internet as evidence of a debt properly incurred by the Member/ Cardholder to be debited to the Member's/Cardholder's account notwithstanding that any such document may or may not contain the signature of the Member/Cardholder. The Member/Cardholder agrees that the statement of account issued by Diners Club recording the use of the Card whether or not signed by an authorised officer of Diners Club shall be conclusive proof and binding on the Member/Cardholder.
- 7.2 Diners Club shall not be liable whatsoever and howsoever to provide the Member/Cardholder with any charge slip (whether original or duplicate copy) for verification purposes and the Member/Cardholder agrees to keep the duplicate copy of the charge slip (whether signed or unsigned) given by the supplier establishments and/or Diners Club franchisees at the point of sale for his/her own verification of the charges incurred. If the Member/ Cardholder so requests Diners Club for a duplicate copy of any charge slip, Diners Club shall subject to the provisions herein assist such Member/Cardholder within reasonable means to obtain the same from the supplier establishments provided that such request is made not more than sixty (60) days from the date of incurrence of the charge and the supplier establishment still has possession of such charge slip. A handling fee of RM5.00 for each duplicate copy of the charge is payable by Member/Cardholder.
8. **DISPUTED CHARGE**
 - 8.1 In the event of a disputed charge between the supplier establishment and the Member/Cardholder and if Diners Club receives a credit advice/note from the establishment, Diners Club will make available the same to the Member/ Cardholder but the Member/Cardholder shall have no recourse against Diners Club should the disputed charge remains unresolved although at all times Diners Club will endeavour in ways it can to assist in the resolution of the dispute.
9. **LOST/ STOLEN/ DAMAGED CARD**
 - 9.1 The Member/Cardholder can only use the Card during its validity period as embossed on the Card. If the Card is mutilated, the Member/Cardholder shall return the Card, cut into halves, to Diners Club in exchange for a new one.
 - 9.2 Should the Card and/or PIN be lost or stolen or the PIN disclosed to any unauthorized person(s), the Member/ Cardholder must not use the Card and PIN and shall notify Diners Club in writing immediately upon the occurrence or discovery of such loss theft or disclosure. A police report should also be lodged and a copy extended to Diners Club. Upon receipt of the written notification by Diners Club, the Member/Cardholder shall only be liable for all the unauthorized charges incurred or cash advanced/ withdrawn or effected before Diners Club's receipt of such written notification. The Member/Cardholder is not liable for any unauthorized charges incurred or cash advances effected after Diners Club's receipt of such written notification.

- 9.3 If investigation discloses that the Member/Cardholder is involved directly or indirectly in the incurrance of such unauthorized charges or cash advances, the Member/ Cardholder shall be liable for all the unauthorized charges incurred or cash advances effected, whether before or after Diners Club's receipt of such written notification or such extent of the unauthorized charges or cash advances effected notwithstanding Diners Club has lodged a police report about such incurrance.
- 9.4 When a lost or stolen Card is subsequently found, the Member/Cardholder agrees not to use such Card retrieved and shall return same, cut into halves, to Diners Club.
- 10 REPLACEMENT CARD & PIN**
- 10.1 The issuing of a replacement Card or a new PIN to the Member/Cardholder if the Card or PIN is lost or stolen is at the total discretion of Diners Club. If Diners Club agrees to issue a replacement Card or a new PIN, its use will be subject to these Terms and Conditions. A fee of RM50.00 being replacement card fee or a new PIN shall be levied by Diners Club for each replacement card and new PIN issued and such fee are subject to change as Diners Club in its absolute discretion shall deem fit.
- 11 PAYMENT**
- 11.1 Payment made by a Member/Cardholder to Diners Club will be apportioned by Diners Club at its discretion on the date they are credited to offset any of the outstanding balance in respect of the account, whether late payment charges, administrative fees, service charges, interest, annual subscription or membership fee of the Member/ Cardholder (if the same has fallen due), unpaid charges from supplier establishments or service tax, legal fee and other expenses where applicable.
- 11.2 Partial payment of any sum due if accepted is done without prejudice to Diners Club's rights to make a claim for the whole outstanding sum and Diners Club may at their absolute discretion reject any partial payment of any sum due.
- 12 MEMBER/CARDHOLDER LIABILITY**
- 12.1 Every Cardholder who is authorised to hold a Card and sign bills on behalf of a Member is jointly and severally liable with the Member for all charges incurred by the use of the Card and the expression "Member" must be construed herein as including such Cardholder where necessary to give effect to this Clause.
- 12.2 Each Member/Cardholder requests Diners Club to issue and Diners Club agrees to issue a new Card periodically at times determined by Diners Club and the Member/ Cardholder agrees to be responsible for the annual subscription or membership fee. Diners Club reserves the right not to issue the same without giving any reason thereof. Diners Club accepts no responsibility for refusal to issue new Cards as aforesaid.
- 12.3 In the event the Member/Cardholder fails to perform or breach any of the terms herein or in the event of the Member's/Cardholder's death or bankruptcy, the charges payable to Diners Club shall become due and payable immediately and Diners Club reserves the right to terminate the account forthwith.
- 12.4 The Member/Cardholder undertake to keep the Card secure at all times and unconditionally agree to surrender the Card upon request by any servant or agent of Diners Club. The use of the Card after a request for its surrender or a notice to withdraw or determine of membership under Clause 13.1 is fraudulent and renders the user liable to prosecution.
- 12.5 The Member/Cardholder shall be liable for all legal fees/ costs (including but not limited to legal costs on a solicitor and client basis) and other expenses incurred by Diners Club in the recovery of outstanding balance and agree to indemnify Diners Club respect of the same.
- 12.6 In the event Diners Club has to engage the services of external collection agency, all expense including commission payable to the agency shall be borne by the Member/Cardholder.
- 13 DINERS CLUB'S DISCRETION**
- 13.1 Diners Club reserves the right at any time (in its absolute discretion and without giving notice thereof to the Member/Cardholder and without assigning any reason therefore) to restrict or limit a Member's or Cardholder's credit or to refuse or otherwise withhold credit and all privileges whether permanently or temporarily or forthwith to determine membership and to withdraw all privileges whether attached to the use of the Card or otherwise, and further the right to circulate to all supplier establishments and any interested persons notice of such privileges being withdrawn.
- 13.2 Charges incurred by a Member/Cardholder shall at the absolute discretion of Diners Club become immediately due and payable regardless of Clauses 3.1 & 5.1 aforesaid if Diners Club so demand payment of the same (whether orally or in writing) or render a statement. The Member/Cardholder undertakes to pay the amount demanded forthwith.
- 13.3 Diners Club may at its own absolute discretion and at its own expense take out insurance policy (called "the policy") with any insurance company of its own absolute choice for any duration and any amount and upon such terms and conditions as it deems fit for the benefit and as agent for and on behalf of the Member/Cardholder and/or his/her spouse (not divorced or legally separated) and/or his/her dependent children of a certain age limit as Diners Club may so decide in connection with the incurrance of certain type(s) of charge as Diners Club may so decide which is charged entirely and in advance through the Card by the Member/Cardholder. The Member/Cardholder on his/her own behalf and as agent for his/her spouse and/or his/her dependent children hereby agrees that in so taking out such insurance policy Diners Club is acting merely as his/her/their agent and that any claim and notice thereof under the policy will be made by himself/herself/themselves at his/her/their own expense against the insurance company only and that in the event the insurance company rejects any claim made under the policy for any reason whatsoever or if the insurance company avoids the policy for whatsoever reason including the negligent non-compliance by Diners Club its servants or agents of the terms and conditions of the policy no claim whatsoever shall be made brought or maintained against Diners Club who shall not be liable in whatsoever manner to the Member/Cardholder and/or his/her spouse and/or his/her dependent children.
- 14 DISCLOSURE OF INFORMATION**
- 14.1 For the purpose of assessing Member/Cardholder's credit worthiness , Diners Club may obtain information relating to Member/Cardholder from any bureau or reference agencies, banks and other creditors and the Member/ Cardholder consent and authorize Diners Club to obtain/ disclose without liability or further notice any information regarding the Member/Cardholder to any third party as Diners Club deem fit, including but not limited to any credit bureau, collection agency, and to any other person to whom disclosure is permitted or required by any statutory provision or law. Diners Club will use its best efforts to rectify any discrepancy in information relating to Member/Cardholder and shall not be liable for any claims or damages arising therefrom.
- 14.2 Diners Club reserves the right to circulate to all supplier establishments and any other interested person the Card numbers of new, renewed or replaced Cards whenever the receipt thereof has not been acknowledged on the Diners Club's prescribed form within 14 days of its dispatch.
- 14.3 The Member/Cardholder(s) authorize Diners Club to verify and exchange information on them from whatever sources as may be required and to release such information as may be obtained without reference to the Member/Cardholder(s).
- 15 CARD TERMINATION**
- 15.1 Where the Member /Basic Cardholder wishes to terminate the Supplementary Card account(s), the Member/ Basic Cardholder must ensure that the respective Supplementary Card(s) are cut into halves and duly received by Diners Club. Until then, the Member /Basic Cardholder shall continue to be jointly and severally liable for charges incurred by the respective Supplementary Cardholder(s).
- 16 EXCLUSION OF LIABILITY**
- 16.1 Diners Club is not responsible for any defects of merchandise or services purchased or paid for by the use of the Card. The existence of a claim or dispute between the supplier establishment and the Member/Cardholder shall not entitle the Member/Cardholder to cancel the disputed charge or withhold payment of his/her monthly or periodic statement of accounts or any part thereof.
- 16.2 Diners Club is not liable in any way if any merchant or supplier establishment refuses to honour the Card for any reason.
- 16.3 Diners Club, its servants or agents, is not liable if it is unable to perform its obligations under these Terms and Conditions due directly or indirectly to the failure of any machine, system of authorization, data processing or communications system or transmission link or any industrial dispute, war, or Act of God.
- 16.4 Diners Club is not liable in any way for any injury to the credit, character and reputation of the Member/ Cardholder in the event of any repossession of the Card or request for its return, decline of charge or cancellation /withdrawal of pre-approval of charge.
- 16.5 Diners Club is under no liability to a Member/Cardholder in respect of any action carried out whether negligently or howsoever by Diners Club, its servants or agents pursuant to or in purported pursuance of its rights under Clause 12.2, 13.1 and 14.2 herein if Diners Club is unable to perform its obligations under these Terms and Conditions to the Member/Cardholder, due to the fault/ error of the supplier establishments or magnetic strip or chip on the Card or (directly or indirectly) to the failure or any factor beyond the control of Diners Club.
- 17 MISCELLANEOUS**
- 17.1 Subject to Clause 13.1, Diners Club may from time to time issue various types of charge/credit card products on its own or in cooperation with other parties and/or offer other charge/credit card plans, promotions, privileges, facilities and services to its Members/Cardholders on such terms and conditions as it thinks fit. In such event, such terms and conditions applicable to the said cards, plans, promotions, privileges, facilities and services shall be deemed to be part of these Terms and Conditions and each Member/Cardholder is bound by the same.
- 17.2 Diners Club reserves the right to engage any debt collection agent and/or solicitor to recover all outstanding balances due to Diners Club and the Member/Cardholder agrees that Diners Club reserves the right at any time to disclose the account number and/or any other information pertaining to the account without giving any notice and/or reason thereof to the Member/Cardholder.
- 17.3 If any provision in these Terms and Conditions or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law, it will not affect the legality, validity or enforceability of the remainder of these Terms and Conditions.
- 17.4 The obligations of the Member/Cardholder shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of Diners Club or of any company through which business of Diners Club may for the time being be carried and the obligations of the Member / Cardholder shall be valid, binding and enforceable as between the Member / Cardholder and such company carrying on the business of Diners Club for the time being.
- 17.5 In the event of the Member/Cardholder failing to perform or being in breach of any of the terms herein or in the event the Member's/Cardholder's death or insolvency or the committing of any act of bankruptcy the charges payable to Diners Club shall immediately become due and payable forthwith.
- 17.6 These Terms and Conditions between Diners Club and the Member/Cardholder(s) shall be deemed to have been made and executed at Diners Club office in Kuala Lumpur and any breach of the Terms and Conditions stated herein shall be deemed to have arisen in Kuala Lumpur irrespective of where the Member/Cardholder may reside or where the Transaction may have taken place.
- 17.7 Time wherever mentioned shall be the essence of these Terms and Conditions and no failure to exercise and delay in exercising on the part of Diners Club of any right, power or privilege under these Terms and Conditions shall operate as a 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 herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 17.8 These Terms and Conditions shall be binding upon the heirs, personal representatives and successors-in-title of the Member/Cardholder and on the successors-in-title and assigns of Diners Club.
- 17.9 Any reference to the singular includes the plural and vice versa.
- 17.10 If any legal proceeding arising out of or connected with the use of the Card(s) is instituted by Diners Club, the Member/Cardholder agree(s) that the process by which such proceedings are begun and other court documents which require service shall be deemed to have been given if served on the Member and/or Cardholder personally or sent to him by prepaid ordinary post accompanied by a Certificate of Posting or left at the address stated in the Application Form(s) or at his usual or last known business or private address. Any such Writ of Summons or originating process sent by post shall be conclusively deemed to have been received by the Member and/or Cardholder within three (3) days after the date of such posting despite evidence to the contrary. The Member/ Cardholder further agrees that Diners Club may at its own absolute discretion institute such legal proceedings in Malaysia or in any other place whose courts have the jurisdiction to hear and determine any such legal proceedings.
- 17.11 Diners Club may in its absolute discretion and after notification through ordinary mail and/or Diners News (Notice is deemed served 3 days after it is sent in the ordinary course of mail to the last known address of the Member/Cardholder) vary, alter, add or amend any or all of the Terms and Conditions herein and announce changes to its facilities and the Member/Cardholder agrees to be bound by the same. Upon the continued use of the Card unless the Card is cut into halves and duly received by Diners Club.