

1. Definition

1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings.

PDB	PETRONAS Dagangan Berhad whose registered office at Tower 1, PETRONAS Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur.
Account	The account to be opened by PDB in the name of the Principal Cardholder pursuant to this Agreement.
Account Limit	The limit in Ringgit Malaysia, that is granted/assigned by PDB to the Cardholder in respect of the Charges made with the Card for each Account.
Authorized Transaction Limit	Maximum allowable amount per transaction, which is set at RM800 or available card limit, whichever is lower.
Business Day	A day (other than Saturday, Sunday and Public Holidays) that PDB is open for normal business.
Cardholder	A person, including the Principal Cardholder, authorized by the Principal Cardholder and/or Cardholder, pursuant to these terms and conditions.
Card	A PETRONAS SmartPay Fleet Card, which is currently valid, issued by PDB to the Principal Cardholder and/or Cardholder, pursuant to these terms and conditions.
Card Replacement Fee	Fee imposed on customer by PETRONAS for replacement of existing card due to loss of card, change in vehicle information or change in cardholder's information.
Charges	Any amount imposed for any transaction or service rendered.
Chip Card	A PETRONAS SmartPay Fleet Card, embedded with chip. The embedded chip is equipped with advanced security features. In addition to this, Chip Card also has a magnetic stripe to support top up function for the Chip Card.
Cost Centre Limit	The limit, in Ringgit Malaysia that is issued to a group of cardholders within an Account consolidated for reporting purposes only.
Credit Limit	The credit facility granted to the Principal Cardholder by PDB, the amount of which will be specified by PDB.
Driver Card	A card issued to the Principal Cardholder and/or the Cardholder, to be used in the Dual Card system with a valid Vehicle Card for the purpose of the Scheme.
Dual Card	A system of using the Vehicle and Drivers Card together to complete a transaction to purchase Merchandize for the purpose of the Scheme.
Daily Limit	The limit, in Ringgit Malaysia, that is granted/assigned by PDB to the Cardholder in respect of the Charges made with the Card in one day.
Individual Card	A card issued to the Principal Cardholder and/or Cardholder to be used on its own for the purpose of the Scheme.
Indoor Payment Terminal	A system provided by PDB to the Merchants at which Terminal Card transaction is initiated in attended sales room environment.

Manual Sales Transaction	Sales transactions performed using manual Merchant.
Merchandise	Available automotive fuels and lubricants, offered for sale by a Merchant and available services relating to maintenance and repairs of vehicles rendered by a Merchant and other goods offered for sale by a Merchant and approved by PDB and upon the terms and conditions as may be imposed by PDB provided always that such products and services are purchased for immediate use or application on or in connection to the Vehicle.
Merchant	The sole proprietor or firm or company which has entered into a Merchant Agreement with PDB. The merchant shall provide, supply or sell the Merchandise to the Cardholder.
Monthly Limit	The limit, in Ringgit Malaysia that is granted/assigned by PDB to the Cardholder in respect of the Charges made with the Card in any one month.
Outdoor Payment Terminal	A mechanical/electronic system provided by PDB to the Merchants Terminal in which the Card transaction is initiated unattended at the fuel pump.
PIN	The Personal Identification Number issued to the Principal Cardholder and/or Cardholder by PDB.
Principal Cardholder	The person, firm or company in whose name an Account is Cardholder opened with PDB.
Product	The limit of value of the Merchandise that is granted/assigned by PDB in respect of Purchase the Charges with the Card Limit.
Product Category	Allowable category of product to be purchased.
Purchases	Sales transaction performed via Electronic Payment or Indoor Payment Terminal or Outdoor Payment Terminal or Manual Sales Transactions.
Receipt/Invoice	A document to evidence a transaction produced by the Point of Sales (POS) and the Outdoor Payment Terminal (OPT) for the purpose of the Scheme.
Sales Terminal	Point of sales inclusive of Indoor and Outdoor Payment Terminal
Sanctions Laws	Means all applicable laws and regulations concerning economic sanctions (including embargoes, export controls, restrictions on the ability to make or receive international payments, freezing or blocking of assets of targeted persons, or the ability to engage in transactions with or involving specified persons or countries, or any applicable law that threatens to impose economic sanctions on any person for engaging in targeted behaviour) of any jurisdictions including – (a) the United Nations; (b) Malaysia; (c) the European Union; (d) the United Kingdom (including those administered by Her Majesty's Treasury); (e) the United States (including those administered by the Office of Foreign Assets Control of the Department of the Treasury, the Bureau of Industry and Security of the Department of Commerce, or the Department of State);

Statement of Account	A document that reflects all transaction that took place between PDB and Principal Cardholder for a given period of time.
The Agreement	These terms and conditions and the PETRONAS SmartPay Application Forms signed by or on behalf of the Principal Cardholder.
The Scheme	The PETRONAS SmartPay Fleet Card scheme for the time being in force, operated by PDB, whereby the Cardholder will be able to purchase or obtain Merchandise from the Merchant using the Card. The Scheme covers the usage of the Sales Terminal as well as other forms of electronic or manual transaction, which may be introduced by PDB from time to time.
Transaction Limit	The limit, in Ringgit Malaysia that is granted/assignment by PDB to the Cardholder in respect of the Charges made with the Card in any one transaction.
Validity Period	A period of sixty (60) months or part thereof or the dates stated on the Card or such other period as PDB may determine during which the Cardholder may make purchases or Merchandise under Scheme using the card.
Vehicle	A vehicle designated for the purpose of the Scheme, of which the particulars have been notified to PDB pursuant to Clause 5.0.
Vehicle Card	A Card issued to the Principal Cardholder and/or Cardholder, to be used individually or together with a valid Driver Card in the Dual Card system, for the purpose of the Scheme.

1.2 These terms and conditions shall govern the Account established in the name of the Principal Cardholder in respect of any Purchases and/or Charges to the Cards as payment for the Merchandise and the use of the Cards by the Principal Cardholder and other Cardholders authorized for the usage of the Card.

1.3 The Principal Cardholder agrees to be bound by the terms and conditions of this Agreement and shall be responsible for the Cards issued by PDB under the Principal Cardholder's Accounts and shall ensure that the Cardholders comply with the terms and conditions of this Agreement.

2. Issuance, Reactivation and Termination of Cards

2.1 Upon application by the Principal Cardholder to PDB using PDB'S application form and subject to the acceptance by PDB of the application, PDB may issue the Principal Cardholder the number of Cards requested, each Card being embossed with the following information:

2.1.1 The individual Card shall be embossed with the name of the Principal Cardholder, the name of such Cardholder, the Cardholder's Vehicle registration number, the Card number, and the expiry date.

2.1.2 The Vehicle Card shall be embossed with the name of the Principal Cardholder, the make/model of the Vehicle, the Vehicle registration number, the Card number, and the expiry date.

2.1.3 The Driver Card shall be embossed with the name of the Principal Cardholder, the name of such Cardholder, the Card number, and the expiry date.

2.1.4 All Cards shall be embossed with the particulars that are deemed necessary from time to time by PDB.

2.2 PDB may issue to the Principal Cardholder with the following fee for the creation of new Chip Card:

2.2.1 No fee will be imposed to the Principal Cardholder for the issuance of the new and renewal of Chip Card. However, a penalty of Ringgit Malaysia Ten (RM10.00) will be imposed for Card replacement.

2.2.2 PDB may impose new fee for Card issuance or change the amount of penalty for Card replacement from time to time at PDB's discretion.

2.2.3 Save as provided under Clause 4 hereof, any request for new, replacement, reactivation or termination of the Card shall be made in writing by the Principal Cardholder or its authorized person to PDB through the prescribed forms either by fax, email or post or online portal provided by PDB. The request shall only be effective upon receipt by PDB the prescribed forms. Until the request are received by PDB, the Principal Cardholder shall remain liable for all Purchases using the Card. For the avoidance of doubt, verbal notification shall not be binding.

2.3 For many transactions affected by the use of a Dual Card System, the Cardholder shall ensure that a valid Driver Card is used together with a valid Vehicle Card, and that the correct PIN and the correct odometer reading from the Vehicle is entered into the Outdoor Payment Terminal when required, to complete the said transaction.

2.4 Each card issued by PDB to the Principal Cardholder is not transferable and shall be used exclusively by the Principal Cardholder or the authorized Cardholder only for the purpose of the Scheme or any other scheme approved by PDB but shall not be used together with the loyalty program operated by PDB.

2.5 In the event, it is found that the Card is used together with PDB's loyalty card, PDB reserves the right to charge the principal Cardholder on the expenses incurred in the form of points awarded, discounts, benefits, privileges, administrative costs and other relevant costs, which may or may not be reflected in the Statement of Account.

2.6 The Card remains the property of PDB at all times and the Principal Cardholder must return the Card unconditionally and without reservation upon request of PDB. PDB may at any time with or without notice cancel or refuse to reissue, renew or replace any Card. The Principal Cardholder shall and remain liable for all Charges until the Card is received by PDB.

2.7 At the option of PDB, PDB may send the Card upon its issuance or renewal to the Cardholder by registered post or courier service at the sole risk of the Principal Cardholder and PDB shall not be responsible or be held accountable to the Principle Cardholder for the loss of or any delay in the delivery in the Card.

2.8 Notwithstanding Clause 2.1, PDB may authorize a Principal Cardholder's application with the issuance of the Card(s) prior to PDB completing its due diligence, but PDB reserves the right to revoke the Card(s) issued and to terminate the Account should the due diligence findings be unsatisfactory and breaches/ violates Clauses 25, 26, 27 or 28 of this Agreement.

3. Card Validity Period

3.1 Upon expiry of the validity of the Card, the Principal Cardholder shall surrender the Card, cut in two and return the same to PDB (Attention: Mesralink) failing which, the Principal Cardholder shall be liable for any Purchases or Charges made or obtained through the use or and the charges to the Card.

3.2 The issuance of a new Validity Period for the Card is at PDB's sole discretion. By accepting the Card with the new validity period, the Principal Cardholder is deemed to have requested PDB for the renewal of the Card and such agrees to be bound by the terms and conditions of this Agreement.

4. Card PIN Number

4.1 The Cardholder shall not disclose the PIN number to any other person and is responsible for ensuring security of the PIN number.

4.2 In case of Card loss, the Principal Cardholder shall immediately notify PDB (Attention: Mesralink) through email, facsimile or post of the loss or theft of any of the Cards or the discovery of his PIN by any unauthorized person.

4.3 In the event the PIN is lost and/or misplaced, the Principal Cardholder shall notify PDB immediately of the Card Number, the registration number of the Vehicle, the name and identity card number of the Cardholder and other that PDB may require. Upon receipt of such notification PDB shall reissue another PIN within seven (7) days from the date of such notification.

4.4 The Principal Cardholder shall be liable for any transaction, charges and/or Purchases affected through the use of the lost Card prior to the receipt by PDB the written notice of the loss and accompanying police report. The Principal Cardholder may request PDB to issue a replacement Card, with Card Replacement Fee of Ringgit Malaysia Ten (RM 10.00) per Card. PDB reserves the right not to issue a replacement Card following its loss or theft.

4.5 When a lost or stolen Card is found, the Cardholder shall not use the card retrieved and shall return the same cut into two to PDB immediately.

5. Vehicles

5.1 The Principal Cardholder shall promptly notify PDB in writing of the make, model, registration number and fuel type of each Vehicle which it wishes to designate as a Vehicle under the Scheme thereof.

5.2 The Principal Cardholder shall also promptly notify PDB in writing of each Vehicle which it wishes to be removed from the Scheme hereof and shall surrender the Card, cut in two and return the same to PDB. The Principal Cardholder is and shall remain liable for any transactions effected through the use of the Card prior to the receipt by PDB the written notice and the return of the Card.

5.3 The Principal Cardholder shall be liable for all transactions, Purchases and Charges including, and without limitation, such transactions, Purchases and Charges made using a Vehicle Card on its own or in a Dual Card System, that has been removed from participating in the Scheme.

5.4 The Principal Cardholder shall notify PDB in writing if the Vehicle ceases to be part of the Scheme, and is replaced with another Vehicle. The Principal Cardholder is and shall remain liable for any transactions, Purchases and Charges affected through the use of the Card prior to the return of the Card to PDB. PDB shall replace the Card incorporating the new Vehicle information as provided by the Principal Cardholder and a charge of Ringgit Malaysia Ten (RM10) per Card will be imposed as the Card Replacement Fee.

6. Cardholders

6.1 The name and identity card number of each person authorized by the Principal Cardholder to use a Card, the registration number of the Vehicle and such other particulars of the Cardholder as PDB may from time to time require, shall be notified promptly in writing by the Principal Cardholder to PDB.

6.2 Where the Card has been delivered to the Principal Cardholder or Cardholder, the responsibility of showing that the Card was not used by the Principal Cardholder or Cardholder at the time of any disputed transaction being entered into or recorded, shall fall on the Principal Cardholder.

6.3 Once the Card has been delivered, the Principal Cardholder or Cardholder shall be deemed to have accepted and acknowledged receipt of the Cards. The Principal Cardholder shall be liable for all Charges to the said Card and no complaints, disputes or enquiries will be entertained. Such signature or use of the Card shall constitute binding and conclusive evidence that the Principal Cardholder agrees to be bound by the terms of this Agreement.

6.4 The Principal Cardholder or Cardholder shall destroy the slip advising him of his PIN immediately upon receipt and keep any records separate from the Card.

6.5 The Principal Cardholder shall ensure that the Card shall not be used in breach of any of the provisions herein or in a manner prohibited by law.

6.6 In the event if there is any cancellation of a Card and/or if the Cardholder ceases to be part of the Scheme or is no longer authorized to use the Card, the Principal Cardholder shall notify PDB in writing PDB (Attention: Mesralink). The Principal Cardholder shall cut the Card into two and must surrender the Card bearing the previous Cardholder's signature to PDB in order to cease the authorization the aforementioned Cardholder.

6.7 Upon request in writing by the Principal Cardholder, PDB shall replace the Card incorporating the new Cardholder's information as provided by the Principal Cardholder for a Card Replacement Fee of Ringgit Malaysia Ten (RM 10.00) per Card. The Principal Cardholder shall be liable for all transactions including and without limitation, such Purchases made and Charges incurred by a Cardholder no longer employed or authorized by the Principal Cardholder or has been deprived of authority to use the Card or to participate in the Scheme.

6.8 The Principal Cardholder shall itself and further cause each Cardholder to exercise and use all reasonable precautions to prevent abuse or loss or theft of the Card.

7. Limit

Purchase Limit

7.1 Where the Principal Cardholder has secured from PDB an Authorized Transaction Limit, Daily Limit, Monthly Limit, Account Limit and/or Cost Centre Limit, the aggregate amount, in Ringgit Malaysia, which may be incurred by the Cardholder at any point in time, shall not exceed the said limits. Notwithstanding the aforesaid, **Cardholder's transactions may exceed Transaction Limit, Daily Limit, Monthly Limit, Account Limit and/or Cost Centre Limit for Manual Sales Transactions** limits due to operational or technical reasons which may include but not limited to delay in transaction posting in the system, batch processing of Principal **Cardholder's payment** or system glitches. In such cases, the Principal Cardholder shall be liable for the transactions which exceed the said limits.

7.2 Notwithstanding any provisions in this Agreement, should the Merchant supply the Merchandise in contradictions of the applied and/or authorized Product Category, the Principal Cardholder nevertheless hereby agrees to be liable for all amounts incurred under such transactions.

7.3 The Principal Cardholder may, at any time and from time to time give PDB (Attention: Mesralink) prior notice in writing to increase or decrease the Transaction Limit, Daily Limit, Monthly Limit, Account Limit and/or Cost Centre Limit and PDB reserves the right and at its own discretion and by notice to the Principal Cardholder may increase or decrease the Daily Limit and/or Monthly Limit, and/or remove or add Merchandise from the Product Category.

7.4 PDB shall be entitled to decline or reject authorization or not approve any transactions which exceed the aforesaid limits.

Credit Limit

7.5 In the event the Principal Cardholder is granted a Credit Limit under the Agreement, such Credit Limit is subject to the Principal Cardholder providing an unconditional and irrevocable bank guarantee and/or cash deposit as security for the due observance and performance by the Principal Cardholder of the terms and conditions under the Agreement, for an amount approved by PDB. The Credit Limit may, upon request, by the Principal Cardholder be varied to commensurate with the value of the Product purchased subject to the sole discretion of PDB and subject to any terms and conditions as PDB may specify. At all times, PDB reserves the right to withdraw or suspend the Credit Limit provided.

8. Indemnity

8.1 PDB shall indemnified by the Principal Cardholder from all claims, expenses (legal or otherwise including costs on a solicitor and client basis) arising from the theft, loss or misuse of the Card, from the use of the Card, without authorization from the Principal Cardholder, be it fraudulent or not, or as a result of any breach by the Principal Cardholder of these conditions, or in the enforcement of PDB's rights.

8.2 The Principal Cardholder shall be liable for Purchases by the Cardholder of Merchandise other than the Merchandise that has been prescribed for the Cardholder by the Principal Cardholder and/or PDB. The Principal Cardholder hereby agrees and covenants to pay such Purchases and related Charges and shall indemnify PDB and keep PDB indemnified against any claim, loss, expenses, demands or otherwise arising out of such use.

8.3 PDB shall not under any circumstances or in any way whatsoever, be bound to ensure the availability or provision of the Merchandise thereof and the Principal Cardholder hereby agrees that any tax, customs excise and/or any other levies or duties imposed or levied by any governmental authority or body whether imposed before or after the date of any Purchase and charge of the Merchandise of the Card shall be to the Principal Cardholder's account.

8.4 Without prejudice to any other rights and remedies to which PDB may have recourse in law, the Principal Cardholder undertakes and agrees that it will at all times hereinafter indemnify and keep PDB indemnified fully and effectively against all claims, proceedings, actions, loss or damage, costs and expenses and other liabilities which PDB may directly or indirectly suffer or sustain as a result of or in connection with any misrepresentations contained in or any breach of any of the representations, warranties and undertakings of the Principal Cardholder set out in this Agreement. The indemnity shall remain in full force and effect for the entire duration of this Agreement and shall survive the termination of this Agreement.

9. Breach by Merchant

PDB shall not be liable to the Principal Cardholder for any damage, loss or costs and expenses suffered by the Principal Cardholder and arising, directly or indirectly, from the non-availability of Merchandise, or the failure by the Merchant to supply the required or correct amount of Merchandise notwithstanding that such action may constitute a breach of any agreement between the Merchant and PDB. The Principal Cardholder shall settle any claims with the Merchant and PDB. The Principal Cardholder shall settle any claims with the Merchant, and no claim may be set-off or counter-claimed against PDB. The Principal Cardholder shall not withhold payment to PDB on such claims or under any circumstances whatsoever.

10. Statements and Reports

10.1 A Statement of Account (SOA) and reports shall be made available in SmartPay Online portal once a month, on a date set by PDB or as soon as may be practicable. Principle Cardholder may opt for a softcopy to be sent to the registered email. Otherwise, any production of hardcopy SOA will be charge of Ringgit Malaysia Ten (RM10) to the Principal Cardholder.

10.2 The Principal Cardholder shall give written notification to PDB (Attention: Mesralink) of any questions, problems, or disputes concerning any invoices and/or monthly Statements of Account immediately upon receipt of such invoices and/or monthly Statements of Accounts but in any case not later than thirty (30) days from the date of the said invoices or monthly Statements of Account. In any event, the Principal Cardholder shall pay the full sum stated in the invoices on the due date irrespective of the dispute. Any credit due to the Principal Cardholder upon investigation of any dispute will be credited to the Account and reflected in the subsequent Statement of Account.

10.3 Questions, problems and disputes, if any, received by PDB after the stipulated period in Clause 10.2 above shall not be entertained and the Principal Cardholder shall be deemed to have fully accepted the invoices and/or monthly Statements of Account in respect of which the Principal Cardholder shall make full payment together with any accrued Late Payment Charge.

10.4 It shall be the responsibility of the Principal Cardholder to cause the Cardholders or participants of the Scheme to keep the Receipt issued after the transaction is completed as evidence of the purchase of Merchandise.

10.5 The Principal Cardholder must be liable and responsible for reconciliation of records/Receipts against payment and PDB reserves the right to invoice the Principal Cardholder.

10.6 PDB shall cease to submit the monthly SOA and reports to the Principal Cardholder who is classified as dormant (inactive account(s) for six months) and to the Principal Cardholder who is in default of payment to PDB. This shall not be construed as waiver from PDB and PDB reserves the right to claim for any default in payment against the Principal Cardholder.

11. Payment

11.1 The Principal Cardholder shall be liable to pay PDB the total sum in Ringgit Malaysia, as stated in the Statement of Account which shall be deemed as the sum due and owing payable on such date as PDB may stipulate ("Payment Due Date"), without deduction in respect to any counterclaim or set-off or otherwise, to PDB.

11.2 All payment by outstation cheque shall include the relevant commission charge at a rate of 0.03% of the value of the cheque or Sen Fifty (RM0.50) whichever is higher, or such a rate that may be set by the relevant authority or financial institution from time to time. Failure to include such commission charge will result in PDB deducting the amount from the amount of the outstation cheque with or without prior notice to the Principal Cardholder.

11.3 In the event the cheque forwarded to PDB for the purpose of settlement herein has been dishonored by the bank or financial institution for whatever reason, a returned cheque fee of Ringgit Malaysia Three Hundred (RM300.00) or 1% from the cheque amount, whichever higher, for each cheque dishonored shall be imposed to cover processing and administrative costs.

11.4 If payment for the Account balance shown in the Statement of Account has not been received on or before the Payment Due Date, PDB shall be entitled to block the account and suspend the card. PDB may at its sole discretion unblock and/or reactivate the card.

12. Set-Off

Where the Principal Cardholder has incurred liability to PDB under the Agreement, or other agreements between the Principal Cardholder and PDB, or by law, PDB shall have the liberty to set-off any monies due to the Principal Cardholder under the Account or through this Agreement or other agreement between the Principal Cardholder and PDB, with or without prior notice to the Principal Cardholder.

13. Collection Agent

The Principal Cardholder hereby expressly agrees that PDB shall be entitled to appoint an agent(s) to collect all sums due and owing to PDB from the Principal Cardholder under the terms and conditions of this Agreement without notice to the Principal Cardholder. The costs and expenses of such appointment shall be borne by the Principal Cardholder.

14. Notices

14.1 All notices sent to the Principal Cardholder by PDB, by post or left at the Principal Cardholder's last known address will be deemed to have been served or delivered to the Principal Cardholder within three (3) Business Days. Any notices sent to the Principal Cardholder by PDB through email will be deemed to have arrived immediately after transmission.

14.2 The Principal Cardholder shall notify PDB immediately in writing (Attention: Operations Manager) of any changes in employment, telephone and facsimile numbers, office, principal place of business or residential address. All notices to PDB shall be signed by the Principal Cardholder for the purpose of this Agreement. Any notice dispatched to PDB is not deemed to have been received until it is actually received by PDB.

15. Termination

15.1 Without prejudice to the right of termination found elsewhere herein, the Principal Cardholder may terminate this Agreement by giving PDB fourteen (14) Business Days notice in writing to do so. Upon notification of the termination, the Cardholder shall return all Cards, cut into two, to PDB.

15.2 This Agreement and/or the use of the Card may be revoked and terminated by PDB due to the following reasons, at any time and without prior notice.

15.2.1 Due to purchase/spend inactivity by the Principal Cardholder and/or the Cardholder for at least 12 months; or

15.2.2 In the event of any breach of the provisions of this Agreement by the Principal Cardholder and/or the Cardholder; or

15.2.3 In the event of any treated or impending legal proceedings against the Principal Cardholder; or

15.2.4 On the occurrence of insanity or death of the Principal Cardholder, if applicable.

15.2.5 In the event of the Principal Cardholder's insolvency, bankruptcy or liquidation, other than for the voluntary purpose of amalgamation or reconstruction.

15.2.6 In the event that any security or guarantee provided by the Principal Cardholder in consideration of PDB's agreement is withdrawn, terminated or found to be invalid or unenforceable.

15.2.7 The outstanding balance in the Principal Cardholder's Account shall immediately become due and payable, with or without notice of it, on termination of this Agreement. The Principal Cardholder shall remain liable for all Charges incurred on any Cards after such termination or cancellation or request of cancellation of the Agreement and/or Account and/or Cards. All Charges incurred on the Cards up to and including the said effective date of termination or cancellation shall immediately be settled in full by the Principal Cardholder.

16. Customer Service

You may address your queries or complaints in relation to SmartPay via PETRONAS Mesralink at 1-300-88-8181. If the reply to your query is not satisfactory to you, you may contact the following bodies:

Bank Negara Malaysia

Laman Informasi Nasihat dan Khidmat (LINK)
Ground Floor, D Block,
Jalan Dato' Onn,
50480 Kuala Lumpur

Contact Centre (BNMTELELINK)

Tel: 1-300-88-5465 (Overseas: 603-2174-1717)
Fax: 603-2174-1515
Email: bnmtelelink@bnm.gov.my

Ombudsman for Financial Services (664393P)

(formerly known as Financial Mediation Bureau)
14th Floor, Main Block, Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.

17. Force Majeure

PDB shall be under no liability to the Principal Cardholder for failure to perform its obligations under this Agreement if such inability is caused by the direction of Bank Negara, or any written law or regulation made thereunder, the failure of any machine, data processing system, or transmission link or any industrial dispute or any reason beyond the reasonable control of PDB, its employees, servants, agents or assignees.

18. Waiver

Any neglect, indulgence or forbearance on PDB's part relating to its strict rights herein shall in no way signify a waiver implied or otherwise as to such rights.

19. Reconstruction

The obligations and/or liabilities arising from this Agreement shall continue to be binding and valid notwithstanding any change in PDB and/or The Principal Cardholder through reconstruction and/or amalgamation.

20. Disclosure

20.1 The Principal Cardholder irrevocably authorizes PDB to disclose or divulge such information to any person concerning the Account of the Principal Cardholder as may be deemed necessary by PDB, or authorized by law, to enable PDB to enforce any of its right herein or to fulfill any of its obligations to any party strictly for the operation of the Scheme and for the duration of the Scheme.

20.2 PDB may request additional information or documentation at any time and for any reason, including but not limited to complying with local laws and regulation or/and PETRONAS internal policies, for example Know-Your-Counterparty process. Principal Cardholder agrees to provide such information and/or documentation promptly upon PDB's request. Failure to do so may result in the suspension or termination of Account.

21. Successors Bound

This Agreement shall be binding upon the heirs, personal representatives, successors-in-title and permitted assigns of the Principal Cardholder and on the successors-in-title and assigns of PDB.

22. Variation

PDB shall be entitled to vary or add or replace any of the terms and conditions in the Agreement at any time and from time to time by giving written notice to the Principal Cardholder.

PDB reserves the right to amend the Agreement at any time with notice to the Principal Cardholder. By continuing the usage of the Scheme, the Principal Cardholders are deemed to agree to any revision by PDB to the Agreement. The Principal Cardholders are advised to regularly access the latest terms and conditions at the location designated by PDB.

Notice of any variation or change to the terms and conditions of this Agreement may be carried out by any notice in accordance to Clause 14 of the Agreement.

Any variation or change shall apply on an effective date specified by PDB. The use of any Card after the effective date shall be deemed to be acceptance of the amended terms and conditions of the Agreement by the Principal Cardholder.

23. Law Applicable

23.1 The laws of Malaysia shall apply to these terms and conditions and all matters arising out of the issuance and use of the Card, and the parties agree to submit to the exclusive jurisdiction of the Malaysians Courts.

23.2 In the event of any inconsistencies or dispute between the English version and the Bahasa Malaysia version of this Agreement, the English version of this Agreement shall prevail.

24. Time

Time wherever mentioned shall be of the essence of this Agreement.

25. Anti-Corruption & Anti-Money Laundering

25.1 Principal Cardholder shall comply, and/or shall procure that its directors, employees, subcontractors, agents or other third parties who are performing services in connection with this Agreement to comply, with all applicable anti-money laundering and anti-corruption laws, including but not limited to, the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Malaysian Anti-Corruption Commission Act 2009, the United Kingdom Bribery Act 2010 and U.S. Foreign Corrupt Practices Act of 1977, and regulations and any relevant anti-money laundering and/or anti-corruption policies and documents provided by PDB (including the provisions of the PETRONAS Code of Business Ethics ("CoBE") relevant to PDB third parties and Anti-Bribery and Corruption Manual ("ABC Manual")) and have in place adequate controls and procedures to prevent corruption. The latest versions of the CoBE and ABC Manual can be accessed from <https://www.petronas.com/sustainability/governance-and-ethics>. Principal Cardholder also undertakes that it has conducted and will continue to conduct their businesses in compliance with all applicable anti-corruption laws and have instituted and maintained and

will continue to maintain all necessary measures / policies and procedures designed to promote and achieve compliance with all anti-corruption law.

25.2 Principal Cardholder must notify PDB as soon as reasonably practicable (and in any event within 5 days) upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this Clause 25 or a conviction by a court of competent jurisdiction or an agreement to be entered into with any governmental authority in respect of the applicable anti-money laundering and anti-corruption laws.

25.3 If Principal Cardholder breaches this Clause 25, PDB shall be fully entitled to terminate the Agreement without any liability howsoever with written notice with immediate effect. The Principal Cardholder shall hold PDB harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause 25 by Principal Cardholder, its directors, employees, subcontractors and/or agents who are performing services in connection with this Agreement.

25.4 Upon request in writing by PDB, Principal Cardholder shall within, 5 Business Days, provide PETRONAS with documentation evidencing compliance of its obligations under the applicable anti-corruption laws. If PDB reasonably suspects that there is a breach of any obligation under this Clause, PDB or a third party appointed by PDB shall have the right to immediately access and take copies of all records and other information relating to this Agreement held at Principal Cardholder's premises and meet with the Principal Cardholder's personnel to audit the Principal Cardholder's compliance with its obligations under this Clause and the Principal Cardholder shall provide all necessary assistance to the conduct of such audit by PDB or such third party. If the audit reveals a breach of any obligations under this Clause and any applicable anti-corruption laws, the Principal Cardholder will bear the cost of such audit and any remedial actions necessary to ensure compliance with Clause and indemnify and hold harmless PDB in respect of such breaches.

26. Sanctions

26.1 Each party shall perform this Agreement in compliance with any applicable Sanctions Laws. No party shall be obliged to perform any obligation under this Agreement if this would not be compliant with, would be in violation of, inconsistent with, or would expose either party to punitive measures under any laws, regulations applicable to either party relating to Sanctions Laws.

26.1.1 Warranties

The Principal Cardholder warrants that the company, its affiliates and to the best of its knowledge, each of their respective directors, officers, employees, agents and representatives, are not:-

- a. the target of any Sanctions Laws;
- b. acting for the benefit of, or on behalf of, any person that is the target of any Sanctions Laws; and
- c. engaged and will not engage in any activity that would result in the company becoming a target of Sanctions Laws.

26.2. Each party warrants that all goods or services supplied under this Agreement shall not be used for:-

- a. any activity that will or may facilitate the design, development, production, handling, usage, maintenance, storage, delivery of or in connection with weapons of mass destruction and its delivery system;
- b. any terrorism activity; and
- c. participation in transactions with persons engaged in such activities.

26.3. Principal Cardholder undertakes to promptly notify PDB in the event it is no longer able to comply with the warranties above. Principal Cardholder shall fully indemnify PDB, its directors, shareholders and employees for any losses arising from a breach of these warranties.

26.4. Principal Cardholder shall promptly notify PDB in the event it is no longer able to comply with the warranties above. Principal Cardholder agrees to fully indemnify and hold PETRONAS harmless, its directors, shareholders and employees for any losses arising from a breach of these warranties.

26.5 Principal Cardholder must notify PDB immediately upon becoming aware that it or any of its affiliates is subject to any Sanctions Laws.

27. Human Rights

Principal Cardholder warrants and undertakes that it will take commercially reasonable efforts to abide by best practices aligned with the applicable laws concerning human rights.

Principal Cardholder further warrants and undertakes to immediately notify PDB of all suspected or actual adverse human rights impact which it causes or has contributed to, whether directly or indirectly, and to remediate the adverse human rights impact including to provide adequate compensation or other appropriate remedy to the affected victims. Subsequently, Principal Cardholder shall address the cause of the adverse human right impact so as to avoid further similar adverse impacts and provide to PDB a summary of the remedial and preventive measures taken within 5 days from the first occurrence.

28. Personal Data

28.1 PDB respects the privacy of the Principal Cardholders. Principal Cardholders shall ensure that all personal data provided to PDB are accurate at the point of submission and that PDB is kept updated of any changes to such personal data. Principal Cardholders agree that any and all personal data provided to PDB shall be held in a database system managed by PDB.

28.2 PDB reserves the right to suspend indefinitely the Principal Cardholders Account, Principal Cardholder's Points, all accompanying Qualifying Transactions and Qualifying Redemptions, if it is of the reasonable opinion that sufficient and accurate data and/or personal data have not been provided by the Principal Cardholders. Examples of insufficient data and/or personal data would include invalid, incorrect or inaccurate information provided to PDB whether on PDB's application forms or otherwise, incomplete or missing application forms or where PDB is not in receipt of such forms.

28.3 By accepting and using the Smartpay Fleet card, Principal Cardholders hereby agree and consent and shall be deemed to have given their consent to allow PDB and/or their respective holding companies, subsidiaries, associates, partners, agents and Merchants or related

corporations to use, process, disclose, transfer or to deal with Principal Cardholder's personal data (if any), whether in electronic or other form and whether provided orally or in writing to PDB, including but not limited to such personal data as are provided in the Smartpay Application Form and any changes thereto, and any other personal, financial or sensitive personal data about the Principal Cardholders as PDB deems appropriate (collectively "Personal Data") for the following purposes:

- a. to facilitate the delivery of services or products and the marketing and promotion of services or products whether present or future, to the Principal Cardholders;
- b. those purposes specifically provided for in any particular service or product offered by PDB and/or their respective holding companies, subsidiaries, associates, partners, agents and Merchants or related corporations;
- c. conducting marketing and client profiling activities in connection with any services and related products of PDB, the PETRONAS Group of companies and/or their business partners;
- d. PDB's internal record keeping, maintenance and updating of any information database(s), customer service-related matters and other administrative purposes, including audits, fraud monitoring and prevention;
- e. to communicate with the Principal Cardholders, including responding to the Principal Cardholders' enquiries;
- f. meeting or complying with any legal, regulatory or statutory requirements relating to PDB's provision of services and products and to make disclosure under the requirements of any applicable law, legislation, rule, ruling, regulation, direction, court order, by-law, guideline, circular, code (collectively "laws") applicable to PDB or any member companies of the PETRONAS Group of companies;
- g. research, benchmarking and statistical analysis; and/or
- h. other reasons that are required or permitted under the Personal Data Protection Act 2010 or other applicable laws.

28.4 Principal Cardholders also consents and agrees that the Personal Data may be disclosed or transferred to locations outside Malaysia (where the Personal Data may not be afforded the same level of protection as it is under Malaysian laws) or otherwise processed by the following categories of persons (whether within or outside Malaysia) for the aforesaid purposes:

- a. entities within the PETRONAS Group of Companies including all related companies, subsidiaries, holding companies and associated companies;
- b. anybody or person to whom PDB is compelled or required to do so under any laws or in response to any competent or government, state, provincial, local government, statutory or municipal authority, industry regulators, agency or body;
- c. law enforcement authorities; and
- d. PDB's sub-contractors or third-party service or product providers (including but not limited to its auditors, lawyers, company secretaries, service providers, events and training organisers, telecommunications companies, cloud computing or data backup service providers and other advisers).

28.5 Principal Cardholders further acknowledge and confirm that all the information provided to PDB whether orally or in writing, is true, accurate and complete in all aspects, and unconditionally agree to be bound by this Fleet cardholder Agreement.