

## Touch 'n Go Zing Terms and Conditions

These are the terms and conditions governing the use of the Touch 'n Go Facility made available by Touch 'n Go Sdn. Bhd.

### Definitions

**Automatic Reload Function** means the feature in the Touch 'n Go Facility which automatically tops up the stored monetary value in the electronic purse with the Auto Reload Value (at toll lanes operated by the Service Providers) when the stored monetary value falls below the Preset Threshold.

**Auto Reload Value** means the fixed monetary value of RM100.00, which may be varied from time to time by Touch 'n Go Sdn. Bhd. (herein after 'TNGSB') and AEON Credit Service (M) Berhad (herein after 'AEON Credit'), that will be added onto the Zing Card when the monetary value of the Zing Card falls to the Preset Threshold.

**Cardmember** means the person registered as a holder of the Zing Card with AEON Credit.

**Cardmember Agreement** means the agreement between the Issuing AEON Credit and the Cardmember that governs the issue and use of the Principal Card.

**NBFI** means AEON Credit, the issuer of the Zing Card, and includes its successors-in-title.

**Preset Threshold** means the minimum value of RM50.00 (or such other amount as TNGSB may determine from time to time)

**Principal Card** means a Visa, or any other brand of credit card, issued to a Principal Cardmember pursuant to a Cardmember Agreement.

**Principal Cardmember** means the person to whom and in whose name a Principal Card is issued.

**TNGSB** means Touch 'n Go Sdn. Bhd., the provider of the Touch 'n Go Services, and includes its successors-in-title.

**Service Providers** means the party or parties who have entered into an agreement with TNGSB whereby they will accept Touch 'n Go as a means of payment;

**TNG Chip** means the chip containing the Touch 'n Go Facility with the Auto Reload Function embedded in the Zing Card.

**TNG Facility** means the payment facility using the electronic purse containing prepaid stored monetary value with an Auto Reload Function contained in the Touch 'n Go Chip in the Zing Card.

**Touch 'n Go Services** means any services as may be provided by TNGSB from time to time to facilitate payment by the Cardmember of toll, parking fees and any other charges, using the TNG Facility as a mode of payment.

**Unutilized Value** means the unutilised stored monetary value in the TNG Chip embedded in the Zing Card.

**Zing Card** means a card issued by TNGSB bearing the name “Touch ‘n Go Zing Card” containing the TNG Chip with the credit facility (as governed by the terms and conditions of the Cardmember Agreement between the AEON Credit and the Cardmember) for the purpose of Auto Reload Transactions.

## **1. Application**

### **1.1**

To obtain a Zing Card, the applicant must complete a Credit Card Application Form and/or Zing Card Application Form ("the Application Form") and submit it to the AEON Credit together with documents specified in the Application Form.

### **1.2**

The Cardmember's acceptance of the Zing Card constitutes the Cardmember's agreement to the terms and conditions herein governing the use of the Zing Card.

### **1.3**

The Cardmember shall inform TNGSB and the AEON Credit of any changes in the particulars provided in the Application Form.

### **1.4**

The Principal Cardmember shall be severally liable to AEON Credit and TNGSB in respect of transactions executed under the Zing Cards issued to the Supplementary Cardmember.

## **2. Conditions of Use**

### **2.1**

A Zing Card can be issued and activated for use only if an applicant or a Cardmember maintains a Principal Card.

### **2.2**

The initial use of the Zing Card affirms the Cardmember's acceptance of the terms and conditions herein contained, as well as the terms and conditions governing the issuance of the Principal Card.

### **2.3**

TNGSB shall honour all transactions under the Touch ‘n Go Services and permit the Auto Reload Value to be loaded at the premises of the participating agents and Service Providers authorized by TNGSB, provided always that the Zing Card is valid when presented and the Cardmember and the relevant transactions are in compliance with the terms and conditions herein contained.

### **2.4**

The Cardmember shall be entitled to utilize the stored value in the Zing Card towards payment for services rendered by the Service Providers.

### **2.5**

The Cardmember shall be responsible for the usage of the TNG Facility and shall use the TNG Facility in accordance with the procedures, instructions, guidelines as may be prescribed by TNGSB from time to time.

## 2.6

The Cardmember shall not sell, damage or tamper with the Zing Card or the TNG Chip.

## 3. Fee and Charges

### 3.1

Issuance fee

(a) Cardmember will be charged a fee of RM10.00 for the issuance of a Zing Card upon each and every issuance of a Zing Card or for any replacement Zing Card (unless exempted in accordance with the terms herein), and such fees shall be debited to the Cardmember's account with the AEON Credit.

(b) Notwithstanding the aforesaid, TNGSB reserves the right to vary such issuance fee from time to time with prior notice to the Cardmember within 21 days.

<b>Fees and Charges</b>	<b>Amount</b>
*Subscription Fee (One time non-refundable payment)	RM 10.00
*Automatic Reload Fee	RM 2.00
*Card Replacement Fee	RM 10.00
*Reload Amount	RM 100.00

**\* The applicable taxes shall be payable by the Cardholder (if any).**

### 3.2

Expiry of Cards

All Cards shall be issued subject to an expiry date of ten years. The Zing Card shall be totally incapacitated and any value remaining therein shall:

i) be refundable to the Cardmember in accordance with Clause 3.4;

### 3.3

Touch 'n Go Auto Reload Fee

(a) For each successful auto reload, an auto reload fee of RM2.00 will be charged by TNGSB and debited to the account of the Cardmember with the AEON Credit.

(b) TNGSB reserves the right to vary such auto reload fee from time to time.

### 3.4

Refund of Unutilized Value

Refunds of Unutilized Value may be made by TNGSB to the Cardmember, subject always to the following conditions:

(a) receipt by TNGSB or the AEON Credit of a request from the Cardmember for refund by way of fax or letter. In the case of lost or stolen cards only, a request for or issuance of a replacement Zing Card may be treated as a request for a refund of the Unutilized Value on the lost or stolen Zing Card;

(b) TNGSB shall levy a maintenance fee of Ringgit Malaysia Five Only (RM5) at every six (6) monthly intervals from the date the Zing Card is terminated or incapacitated, for the maintenance of the Unutilized Value;

(c) The processing fee, maintenance fee such other amounts chargeable to or owing by the Cardmember to TNGSB shall be deducted from the Unutilized Value before the balance thereof is refunded to the Cardmember;

- (e) Requests for refund shall be entertained only in respect of expired, lost, stolen, forged, damaged or terminated Cards, but not in any other circumstances;
- (f) such other conditions as TNGSB may impose from time to time.

#### **4. Use of the Auto Reload Facility**

##### **4.1**

TNGSB will automatically reload onto the TNG Chip in the Zing Card with the Auto Reload Value when the stored monetary value in the electronic purse falls below the Preset Threshold.

##### **4.2**

AEON Credit has the right to debit the Cardmember's account with an amount equal to the Auto Reload Value upon the occurrence of any automatic reload transaction and any other chargeable fees without prior notice to the Cardmember.

##### **4.3**

Notwithstanding anything herein contained, TNGSB and/or the AEON Credit shall have the right at any time to disable the Automatic Reload Function in respect of any Zing Card on any ground they consider reasonable (including but not limited to cases of insufficient credit limit, unsatisfactory credit conduct, or in the cases of Cards reported lost stolen or forged).

#### **5. Dispute On Credit Card Transaction**

Any dispute by the Cardmember over any transaction in respect of a Zing Card(s) must be reported to the AEON Credit within 14 days of receipt of the relevant credit card statement.

#### **6. Notification of Theft, Loss & Replacement Zing Card**

##### **6.1**

Upon receipt by the TNGSB of notification of a lost or stolen Zing Card, the Zing Card may then be replaced with new Zing Card of zero value within 14 working days. The unutilised balance of the invalidated Zing Card may be credited to the Cardmember's account less the applicable processing fee and any sum due to TNGSB.

##### **6.2**

AEON Credit will be under no obligation to issue a replacement card to Cardmember following the loss or theft of a Zing Card.

##### **6.3**

All replacements of any Zing Card must be authorized by the relevant Principal Cardmember to the TNGSB and an issuance fee shall be chargeable in accordance with Clause 3.1.

#### **7. Zing Card Invalidation**

##### **7.1**

An invalidated Zing Card may be reactivated upon payment of all outstanding amounts due to TNGSB and the AEON Credit and only upon compliance by the Cardmember with the terms and conditions herein contained.

##### **7.2**

Reactivation of the Zing Card can only be performed at Touch 'n Go Hubs and selected Touch 'n Go counters specified by TNGSB.

## **8. Termination Procedures**

### **8.1**

Without prejudice to Clause 10, a Zing Card is terminated:

- (a) When Cardmember notifies the TNGSB of his/her intention to terminate the validity of the Zing Card by way of fax or letter, or
- (b) When the AEON Credit notifies TNGSB of the termination of the Zing Card or the Principal Card by fax, e-mail or letter.

### **8.2**

TNGSB will terminate the Zing Card in the case of (a) above or disable the Automatic Reload Function in the case of (b) above within 24 hours of receiving the notification from the TNGSB careline centre.

### **8.3**

Notwithstanding anything herein contained, all applications for any refund on a Card must be lodged with TNGSB within 90 days from the date of the loss, theft, cancellation or termination of that Card.

## **9. Transactions on Lost and Stolen Cards**

### **9.1**

The Cardmember is solely and fully liable for any unauthorized use of the Zing Card or if the same is lost or stolen.

### **9.2**

Cardmember shall report lost or stolen card to the TNGSB promptly to avoid incurring further fraudulent charges.

### **9.3**

Notwithstanding prompt notification by Cardmember, both TNGSB and the AEON Credit shall be allowed 24 hours from the time of notification to de-activate the Zing Card.

### **9.4**

In the event of lost or stolen Zing Cards, the AEON Credit or TNGSB shall bear no responsibility for transactions occurring or incurred prior to the proper report having been made to the TNGSB and within the said 24 hours. Cardmember shall remain fully liable to AEON Credit and TNGSB for all transactions occurring or incurred on the Zing Card prior to the proper report having been made to TNGSB and during this 24-hour period.

## **10. Termination 10.1**

The use of the Zing Card may be terminated by the AEON Credit or TNGSB at its sole discretion if:

- (a) the Cardmember is in breach of any of the terms and conditions herein;
- (b) the Zing Card is reported expired lost, or stolen; forged or damaged
- (c) the right of the Cardmember to use the Zing Card is invalidated as herein provided;
- (d) the TNG Electronic Payment System of TNGSB fails, is changed, improved, upgraded or modified;
- (e) the Cardmember's Zing Card account is inactive; or
- (f) the Principal Card is terminated for any reason whatsoever.

## **11. Changes in Terms and Conditions**

TNGSB and the AEON Credit reserve the right to amend these terms and conditions at any time. All changes and amendments will be advised by advertisement in the press, via the mailing of notices, or display of notices at TNGSB or the AEON Credit, or at any of the Touch 'n Go sales counters as TNGSB and/or the AEON Credit shall deem necessary and shall be deemed as sufficient notification to the Cardmember.

## **12. Notices**

All other notices to be given by Cardmember to the AEON Credit will be in accordance with the Card member Agreement.

## **13. Disclosures**

The Cardmember hereby authorizes the AEON Credit to disclose any information concerning the Cardmember to TNGSB to facilitate the use of the Zing Card or for the purpose of recovering any monies due and owing by Cardmember to the AEON Credit and TNGSB.

### **Head Quarters, Kuala Lumpur**

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