

# MBF Cards Touch 'n Go Auto-Reload 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 TNG 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 TNGSB and MBFC, that will be added onto the Auto-Reload Card when the monetary value of the Auto-Reload Card falls to the Preset Threshold.
- "Cardholder"** means the person registered as a holder of the Auto-Reload Card with MBFC.
- "Cardholders Agreement"** means the agreement between the Issuing MBFC and the Cardholder that governs the issue and use of the Principal Card.
- "MBFC"** means MBF Cards (M'sia) Sdn Bhd, the issuer of the Auto-Reload 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 Mastercard, or any other brand of credit card, issued to a Principal Cardholder pursuant to a Cardholders Agreement.
- "Principal Cardholder"** 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 TNG Facility with the Auto Reload Function embedded in the Auto-Reload Card.
- "TNG Facility"** means the payment facility using the electronic purse containing prepaid stored monetary value with an Auto Reload Function contained in the TNG Chip in the Auto-Reload Card.
- "Touch 'n Go Services"** means any services as may be provided by TNGSB from time to time to facilitate payment by the Cardholder for tolls, 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 Auto-Reload Card.
- "Zing Card"** means a card issued by TNGSB bearing the name "Touch 'n Go Auto-Reload Card" containing the TNG Chip with the credit facility (as governed by the terms and conditions of the Cardholders Agreement between the MBFC and the Cardholder) for the purpose of Auto-Reload Transactions.

## 1. Application

- 1.1 To obtain a Auto-Reload Card, the applicant must complete a Credit Card Application Form and/or Auto-Reload Card Application Form ("the Application Form") and submit it to MBFC together with documents specified in the Application Form.
- 1.2 The Cardholder's acceptance of the Auto-Reload Card constitutes the Cardholder's agreement to the terms and conditions herein governing the use of the Auto-Reload Card.
- 1.3 The Cardholder shall inform TNGSB and MBFC of any changes in the particulars provided in the Application Form.
- 1.4 The Principal Cardholder shall be liable severally to MBFC and TNGSB in respect of transactions executed under the Auto-Reload Cards issued to the Supplementary Cardholder.

## 2. Conditions of Use

- 2.1 An Auto-Reload Card can be issued and activated for use only if an applicant or a Cardholder maintains a Principal Card.
- 2.2 The initial use of the Auto-Reload Card affirms the Cardholder'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 Auto-Reload Card is valid when presented and the Cardholder and the relevant transactions are in compliance with the terms and conditions herein contained.

- 2.4 The Cardholder shall be entitled to utilize the stored value in the Auto-Reload Card towards payment for services rendered by the Service Providers.
- 2.5 The Cardholder 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 Cardholder shall not sell, damage or tamper with the Auto-Reload Card or the TNG Chip.

## 3. Fee and Charges

- 3.1 Issuance fee
  - (a) Cardholder will be charged a fee of RM10.00 for the issuance of a Auto-Reload Card upon each and every issuance of a Auto-Reload Card or for any replacement Auto-Reload Card (unless exempted in accordance with the terms herein), and such fees shall be debited to the Cardholder's account with MBFC.
  - (b) Notwithstanding the aforesaid, TNGSB reserves the right to vary such issuance fee from time to time without prior notice to the Cardholder.

Registration Fee (One time non-refundable payment)	RM 10
Automatic Reload Fee	RM 2
Refund Processing Fee	RM 5
Card Replacement Fee	RM 10
Reload Amount	RM100

## 3.2 Expiry of Cards

All Cards shall be issued subject to an expiry date of ten years. The Unutilized Value in any expired Auto-Reload Card will be valid for use for a period of only 3 months from the expiry date, during which period the Cardholder can continue using the Auto-Reload Card until the stored value balance is fully utilised. Upon the expiry of the said 3-month period, the Auto-Reload Card shall be totally incapacitated and any value remaining therein shall:

- i) Be refundable to the Cardholder in accordance with Clause 3.4; or
- ii) Where the Cardholder requests for a replacement of an expired Zing Card (before the actual expiry of the Auto-Reload Card), the balance of the unutilized value may be subsequently transferred by the cardholder to the new Auto-Reload Card issued to the cardholder, at selected TNG counters.

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

## 3.4 Processing Fee for Refund of Unutilized Value

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

- (a) Receipt by TNGSB or MBFC of a request from the Cardholder 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 Auto-Reload Card may be treated as a request for a refund of the Unutilized Value on the lost or stolen Auto-Reload Card;
- (b) A processing fee of RM5.00 will be charged by TNGSB for processing a request for a refund of any Unutilized Value. TNGSB reserves the right to vary the aforesaid processing fee at any time and from time to time;
- (c) TNGSB shall levy a maintenance fee of Ringgit Malaysia Five Only (RM5) at every six (6) monthly intervals from the date the Auto-Reload Card is terminated or incapacitated, for the maintenance of the Unutilized Value;
- (d) The processing fee, maintenance fee such other amounts chargeable to or owing by the Cardholder to TNGSB shall be deducted from the Unutilized Value before the balance thereof is refunded to the Cardholder;
- (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 Auto-Reload Card with the Auto-Reload Value when the stored monetary value in the electronic purse falls below the Preset Threshold.
- 4.2 MBFC has the right to debit the Cardholder'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 Cardholder.
- 4.3 Notwithstanding anything herein contained, TNGSB and/or MBFC shall have the right at any time to disable the Automatic Reload Function in respect of any Auto-Reload 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 Cardholder over any transaction in respect of a Auto-Reload Card(s) must be reported to MBFC within 14 days of receipt of the relevant credit card statement.

## 6. Notification of Theft, Loss & Replacement Auto-Reload Card

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

6.2 MBFC will be under no obligation to issue a replacement card to Cardholder following the loss or theft of a Auto-Reload Card.

6.3 All replacements of any Auto-Reload Card must be authorized by the relevant Principal Cardholder to MBFC's card center and an issuance fee shall be chargeable in accordance with Clause 3.1.

## 7. Zing Card Invalidation

- 7.1 An invalidated Auto-Reload Card may be reactivated upon payment of all outstanding amounts due to TNGSB and MBFC and only upon compliance by the Cardholder with the terms and conditions herein contained.
- 7.2 Reactivation of the Auto-Reload Card can only be performed at selected Touch 'n Go counters specified by TNGSB.

## 8. Termination Procedures

- 8.1 Without prejudice to Clause 10, a Auto-Reload Card is terminated:
  - (a) When Cardholder notifies MBFC of his intention to terminate the validity of the Auto-Reload Card by way of fax or letter, or
  - (b) When MBFC notifies TNGSB of the termination of the Auto-Reload Card or the Principal Card by fax, e-mail or letter.
- 8.2 TNGSB will terminate the Auto-Reload 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 MBFC's card centre.
- 8.3 The Unutilized Value in any Auto-Reload Card where the Automatic Reload Function has been terminated shall be valid for use for only 3 months from the date of termination of the function, during which period the Cardholder can continue using the Auto-Reload Card until it has a nil stored value balance. Upon expiry of the said 3 month period, the Card shall be totally incapacitated and any value remaining therein shall not be utilized.
- 8.4 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 Cardholder is solely and fully liable for any unauthorized use of the Auto-Reload Card or if the same is lost or stolen.
- 9.2 Cardholder shall report lost or stolen card to MBFC's Card Centre promptly to avoid incurring further fraudulent charges.
- 9.3 Notwithstanding prompt notification by Cardholder, both TNGSB and MBFC shall be allowed 24 hours from the time of notification to de-activate the Auto-Reload Card.
- 9.4 In the event of lost or stolen Auto-Reload Cards, MBFC or TNGSB shall bear no responsibility for transactions occurring or incurred prior to the proper report having been made to PI's card centre and within the said 24 hours. Cardholders shall remain fully liable to MBFC and TNGSB for all transactions occurring or incurred on the Auto-Reload Card prior to the proper report having been made to MBFC's Card Centre and during this 24-hour period.

## 10. Termination

- 10.1 The use of the Auto-Reload Card may be terminated by MBFC or TNGSB at its sole discretion if:
  - (a) The Cardholder is in breach of any of the terms and conditions herein ;
  - (b) The Auto-Reload Card is reported expired lost, or stolen; forged or damaged;
  - (c) The right of the Cardholder to use the Auto-Reload Card is invalidated as herein provided;
  - (d) The TNG Electronic Payment System of TNGSB fails, is changed, improved, upgraded or modified;
  - (e) The Cardholder's Auto-Reload Card account is inactive; or
  - (f) The Principal Card is terminated for any reason whatsoever.

## 11. Changes in Terms and Conditions

TNGSB and MBFC 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 MBFC, or at any of the Touch 'n Go sales counters as TNGSB and/or MBFC shall deem necessary and shall be deemed as sufficient notification to the Cardholder.

## 12. Notices

All other notices to be given by Cardholder to MBFC will be in accordance with the Cardholders Agreement.

## 13. Disclosures

The Cardholder hereby authorizes MBFC to disclose any information concerning the Cardholder to TNGSB to facilitate the use of the Auto-Reload Card or for the purpose of recovering any monies due and owing by Cardholder to MBFC and TNGSB.



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