

**TOUCH 'N GO ZING TERMS AND CONDITIONS  
(APPLICABLE IF TNG FACILITY MADE AVAILABLE)  
Version: 15 February 2021**

If the TNG Facility is:-

- a. incorporated into any credit cards issued by CIMB Bank ("the Bank"); or
- b. made available by separate Zing Cards issued in conjunction with any Card,

these terms and conditions will also apply and are to be read together with the Cardholder Terms and Conditions.

**Definitions**

- a. **"Auto Reload Function"** means the feature which automatically tops up stored money value in the TNG Chip with the Auto Reload Value when the stored monetary value falls below the Preset Threshold.
- b. **"Auto Reload Value"** means the sum of RM100.00, RM200.00 or RM300.00 as selected by the Cardholder, that will be added onto the TNG Chip.
- c. **"Inactive"**, when used in relation to a Zing Card, means a card with no Card Transaction (reload or usage) for a period of 24 consecutive months
- d. **"Preset Threshold"** means the minimum value of RM50.00 (or such other amount as TNGSB may determine from time to time)
- e. **"Principal Card"** means any MasterCard, Visa Card or any other brand of credit card issued to a principal Cardholder pursuant to the Cardholder Terms and Conditions .
- f. **"Principal Cardholder"** means the person to whom and in whose name a Principal Card is issued and includes any supplementary cardholder(s).
- g. **"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 in exchange for the provision of goods and/or services;
- h. **"TNGSB"** means Touch 'n Go Sdn. Bhd. [199601034048 (406400-X)] a company incorporated in Malaysia having its registered office at Tower 6, Avenue 5, Bangsar South, No 8, Jalan Kerinchi, 59200 Kuala Lumpur, the provider of the Touch 'n Go Services, and includes its successors-in-title.
- i. **"TNG Chip"** means the microchip containing the TNG Facility with the Auto Reload Function embedded in the Zing Card.
- j. **"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 Zing Card.
- k. **"Touch 'n Go Services"** means any services as may be provided by TNGSB from time to time to facilitate payment by the Cardholder to Service Providers of toll, parking fees and any other charges, using the TNG Facility as a mode of payment.
- l. **"Unutilized Value"** means the unutilised stored monetary value in the TNG Chip embedded in the Zing Card.
- m. **"Zing Card"** means a card bearing the name "Touch 'n Go Zing" containing the TNG Chip which has an Auto Reload Function or any other reload method, to enable the Principal Cardholder's relevant credit card account to be debited with an amount equal to the Auto Reload Value.

Unless the context otherwise requires, words not specifically defined herein shall bear the same meaning as the words specifically defined in the Cardholder Terms and Conditions.

**Conditions of Use**

- 1.1. By using the Zing Card the Cardholder agrees to these terms and conditions.
- 1.2. A Zing Card will only be available for use if the applicant also has a valid Principal Card.
- 1.3. Auto Reload Value may be loaded at participating agents and Service Providers authorized by TNGSB.
- 1.4. Stored value in the TNG Chip may be used to pay for services rendered by the Service Providers.
- 1.5. The TNG Facility must be used in accordance with the procedures, instructions, guidelines as may be prescribed by TNGSB from time to time.
- 1.6. The Cardholder shall not transfer, sell, damage or tamper with the Zing Card or the TNG Chip embedded in such card.
- 1.7. The Cardholder must inform the Bank if there are any changes to the particulars provided by the Cardholder in the Application Form.
- 1.8. The Principal Cardholder shall be liable for all transactions effected under the Zing Cards.

**Fee and Charges****2.1 Issuance fee**

- (a) A fee of RM10.00 is currently charged for the issuance of replacement Zing Card, the Bank may in the future vary fees charged by giving at least twenty-one (21) calendar days prior notice to the Cardholder.
- (b) Any and all fees charged may be debited from the Principal Cardholder's credit card account.

**2.2 Expiry of Card**

Zing Cards expire ten (10) years from their issuance date. Upon expiry, the TNG Chip is not useable and any balance value will be refundable to the Cardholder in accordance with Clause 3.4.

**Touch 'n Go Auto Reload Fee**

- 2.3 (a) Except for the CIMB Touch n' Go Visa card (i.e. co-brand card between TNGSB and the Bank), where no auto reload fee is imposed, in all other cases a RM1.50 auto reload fee will be charged by TNGSB for each successful auto reload and debited to the Principal Cardholder's account. The auto reload denomination is fixed at the time of application as per the Cardholder's request and can only be altered at the Cardholder's request by surrendering and exchanging the Card for one with the auto reload denomination reprogrammed with the alternation.
- (b) Auto reload fees may be newly imposed or altered by giving the Principal Cardholder at least twenty-one (21) calendar days prior notice.

**Processing Fee for Refund of Unutilized Value****2.4 Refunds of Unutilized Value to the Principal Cardholder are subject to the following:**

- (a) receipt of the Principal Cardholder's request by fax letter or telephone. For lost or stolen cards only, a request for a replacement Zing Card will be treated as a request for a refund of the Unutilized Value on the lost or stolen card;

- (b) a processing fee of RM5.00. This fee may be changed by giving the Principal Cardholder at least twenty-one (21) calendar days prior notice;
- (c) a maintenance fee of RM5.00 on the Unutilized Value may be charged at six (6) monthly intervals from the date the TNG Chip first became Inactive;
- (d) all fees charged or owing to TNGSB may be deducted from the Unutilized Value before the balance is refunded to the Principal Cardholder's credit card account; and
- (e) refunds may only be requested for expired, lost, stolen, forged, damaged or terminated Cards, but not in any other circumstances.

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

- 3.1 The Auto Reload Value will be automatically reloaded onto the cards if the balance in the TNG Chip falls below the Preset Threshold.
- 3.2 Upon an automatic reload transaction occurring, the Auto Reload Value and all fees charged may be debited to the Principal Cardholder's relevant credit card account without requirement to give notice.
- 3.3 The Bank may disable the Auto Reload Function for the cards on ground they consider reasonable (including cases where there is insufficient credit limit or unsatisfactory credit conduct of the Principal Cardholder's credit card account). The Auto Reload Function may however be reactivated if the Bank is satisfied that the matters which triggered the disabling of the Auto Reload Function have been resolved to TNGSB and the Bank's satisfaction.
- 3.4 To reactivate the Auto Reload Function the Cardholder must first call the Bank's relevant call centre and request for the reactivation and, forty-eight (48) hours after the request is made, the Cardholder is required to present the relevant card at Touch 'n Go counters specified by TNGSB for reactivation.

### **Dispute on Transactions or Debit of Fees and Charges**

- 4.1 Any disputed debits made to the Principal Card shall be reported to the Bank within 14 days of receipt or deemed receipt of the relevant credit card statement otherwise the Principal Cardholder is deemed to have agreed to the entries and confirmed them as correct.
- 4.2 Any disputed usage transactions of the stored value in the TNG Chip must be brought to TNGSB's attention immediately and resolved between the Cardholder and TNGSB.

### **Notification of Theft, Loss and Replacement Zing Card**

- 5.1 If the Bank receives notification of a lost or stolen Zing Card. The Bank has no obligation to issue a replacement card. However, if the Bank decides to replace the card, the new card will have zero value but it will be reloaded automatically for an amount depending on the Auto Reload Value selected by the Cardholder. The unutilised balance in the invalidated card will be credited to the Principal Cardholder's relevant credit card account less the applicable fees and monies due to TNGSB.
- 5.2 A Zing Card can only be replaced with the express authorization of the Principal Cardholder and may be subject to an issuance fee in accordance with Clause 3.1.

### **Termination Procedures**

- 6.1 A Zing Card will be terminated if:
  - (a) a Principal Cardholder or Cardholder notifies the Bank of his intention to terminate (i) the Principal Card or (ii) the Zing Card by way of phone or letter; or
  - (b) The Bank notifies TNGSB of the termination of the Principal Card, by file transfer or any other mode agreed upon between the Bank and TNGSB.
- 6.2 Upon notice having been given as per Clause 7.1(a) or (b) above:-
  - (a) the Bank may advise TNGSB to disable the Auto Reload Function on the Zing Card(s); and

- (b) the Bank may advise TNGSB to disable the TNG Facility on the Zing Card(s)

at its sole and absolute discretion. Cardholders shall remain fully liable for all transactions carried out on the TNG Chip, unless due to and caused directly by the Bank and TNGSB's gross negligence or wilful default, and the Principal Cardholder shall be liable for all Auto Reload Functions carried out and debited to his relevant credit card account for the 24-hour period after the Bank acknowledges receipt of the notice of termination.

#### 6.3 Where:-

- (a) the TNG Facility has been terminated, the Unutilized Value on the card shall be dealt with as per Clause 3.4 hereof; and
- (b) only the Auto Reload Function in any Zing Card has been disabled or terminated, the Unutilized Value will be valid for use for as long as the card has not expired or becomes Inactive.

### Transactions on Lost and Stolen Cards

- 7.1 The Cardholder must report lost or stolen cards to CIMB's Card Centre promptly to minimize fraudulent charges on the TNG Chip.
- 7.2 Notwithstanding prompt notification by Cardholder, both TNGSB and the Bank shall be allowed 24 hours from the time the Bank acknowledges receipt of the Customer's notification to de-activate the TNG Chip in the Zing Card.
- 7.3 For lost or stolen Zing Cards, Cardholders bear the loss for all transactions carried out on the TNG Chip before a proper report is made to the Bank and for 24 hours after the Bank has acknowledged receipt of the proper report. The Principal Cardholder shall also be liable for all Auto Reload Functions effected and debited to his relevant credit card account before a proper report is made to the Bank and for 24 hours after the Bank has acknowledged receipt of the proper report.

### Termination

- 8.1 The use of the TNG Chip in the Zing Card may be terminated by the Bank or TNGSB at its sole discretion if:
- (a) there is a breach of any of these terms and conditions or those of the Cardholder Terms and Conditions;
- (b) the Zing Card has been reported expired, lost, or stolen; forged or damaged;
- (c) the Zing Card has been invalidated;
- (d) TNGSB's TNG Electronic Payment System fails, is changed, improved, upgraded or modified;
- (e) the Cardholder's Zing Card account becomes Inactive; or
- (f) the Principal Card is terminated for any reason whatsoever.

### Changes in Terms and Conditions

9. TNGSB and the Bank may vary (whether by adding to, deleting from or otherwise amending) ("**Amendment**") any of these terms and conditions by giving the Cardholder at least twenty-one (21) calendar days before the Amendment is effective. Notice of the Amendment may be carried out in by any one of the following ways:-
- (a) by posting a notice in the Bank's or TNGSB's premises; and/or
- (b) by publication in one or more newspaper of the Bank or TNGSB's choice; and/or
- (c) by ordinary post to the Cardholder; and/or
- (d) by posting the notice on the Bank's or TNGSB's website; and/or
- (e) by posting a notice at any of the Touch 'n Go sales counters.



The Amendment shall bind the Cardholder from the date of notification or from such other date that the Bank and/or TNGSB specifies in the notification.

#### **Disclosures**

10. The Bank is also authorized to disclose any information concerning the Cardholder to TNGSB to facilitate the use of the Zing Card and/or for the purpose of recovering any monies due and owing by Cardholder to the Bank and/or TNGSB.

#### **The Bank and TNGSB Not Liable**

11. Unless caused by the Bank's gross negligence or wilful default, the Bank and TNGSB shall not be liable for any delay or any loss incurred due to the failure of the Auto Reload Function for any reason or the refusal of any Service Provider to accept the Zing Card or Touch n Go as a means of payment. Cardholders must ensure that they have alternative means of making payment when they buy goods or obtain services from Service Providers.

#### **Liability for stored monetary value in TNG Chip**

12. TNGSB shall be solely and exclusively liable to the Cardholders for the stored monetary value contained in the TNG Chip and Cardholders shall not hold the Bank responsible for the same.

#### **Terms in Addition to the Cardholder Terms and Conditions**

- 13.1 These terms and conditions are in addition to and supplement the Cardholder Terms and Conditions . The use of credit cards issued by the Bank are also subject to the Cardholder Terms and Conditions .
- 13.2 If there is any inconsistency between these terms and conditions and the terms and conditions contained in the Cardholder Terms and Conditions, these terms and conditions shall prevail only in connection with the use of the TNG Facility.
- 13.3 These Terms and Conditions shall override any representations contained in any other promotional or advertising materials published or issued in relation to the TNG Facility.