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Boost Beyond Card Terms and Conditions - Boost Beyond Cardholder Agreement

This Agreement is between you, the Boost Beyond Cardholder and Axiata Digital eCode Sdn Bhd (“**Boost**”), the Issuer of the Boost Beyond Card, and binds you to the terms and conditions governing the use of the Boost Beyond Card (which may include but is not limited to provisions in respect of the Financial Services Act 2013, Bank Negara Malaysia Foreign Exchange Administration Rules, Unclaimed Money’s 1965 Act (revised 2002) (UMA) and provisions of the Anti-Money Laundering and Counter Financing of Terrorism Act 2001), as well as other laws being in force which may be applicable on products and services that are enjoyed by you, which may be provided by Boost partners or authorised third parties.

You may use the prepaid Boost Beyond Card wherever a Mastercard is accepted, subject to the terms and conditions of this Agreement.

By downloading the Boost App, and applying for the Boost Beyond Card and/or retaining, using or authorizing the use of the Boost Beyond Card on the Boost App, you agree to this **Cardholder Agreement**, Boost’s terms of use, and privacy policies for the time being enforced. You should not apply for the Boost Beyond Card if you do not agree to be bound by any of these terms.

Definitions

For ease of reference, the following definitions will apply:

“**Agreement**”, “**Cardholder Agreement**” or “**Terms and Conditions**” means this Cardholder Agreement;

“**Applicable Laws**” means the applicable laws governing the provision of e-money and the issuance and/or use of the Boost Beyond Card including but not limited to the Financial Services Act 2013 (FSA), the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLATFA), Guidelines on Electronic Money issued by Bank Negara Malaysia (BNM) and all other applicable laws governing the issuance, provision and use of e-money and the Boost Beyond Card, as well as other laws that may apply for the time being enforced pertaining to any product and/or service as between Boost and the Cardholder;

“**Available Balance**” means the actual amount of funds or Boost PayFlex limit available at any time for usage on your Boost Beyond Card Account;

“**App**”, “**Boost App**” or “**Mobile App**” means Boost’s mobile application which is an application software running on a mobile device where you can register and apply for the Boost Beyond Card, activate, access set and edit your Account, including but not limited to, your basic account preferences, your personal particulars, your notification preferences, optional subscription services, view Available Balance and Transactions details, block your Boost Beyond Card, and interact with Boost’s customer service;



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“Boost eWallet” means the Boost eWallet App as at date of this Agreement, which is an e-Money App, and allows you to pay in-app, or offline, and purchase, and/or subscribe to multiple services and/or products within the App, or tied to the App, and forms the basis of the Boost Beyond Card Account that you have applied for.

“Boost Beyond Card” or **“Card”** means the prepaid payment card in plastic and virtual form with contactless functionality (being Mastercard PayPass enabled) bearing the name Mastercard and/or service mark of Mastercard issued by Boost pursuant to this Agreement (and any substitution, replacement and/or renewal thereof);

“Card Account” or **“Account”** means your Boost Beyond Card account designated, maintained and operated by Boost in relation to your Boost Beyond Card, which shall share the same limit as your Boost eWallet account or Boost PayFlex limit;

“Card Limit” means, subject to your Payment Source, the Boost eWallet limit at present sharing the same maximum regulatory limit and maximum amount of funds that can be topped up to your Boost eWallet at any time and retained in your Boost Beyond Card Account for usage, as approved by Boost for you, or your approved Boost PayFlex limit by Axiata Digital Capital Sdn Bhd (“Boost Credit”), or any other limit as may be allowed by regulation from time to time;

“Cardholder” means you, an individual who has personally applied for and has been granted and issued the Boost Beyond Card by Boost;

“Card Transactions” means transactions referring to any retail or online purchases made with or on the Boost Beyond Card;

“Contactless Reader” means the point-of-sale reader device where the Boost Beyond Card may be used to execute Contactless Transactions, by tapping or waving the Boost Beyond Card on or against such point-of-sale reader device;

“Contactless Payments” refers to transactions for the purchase of goods and/or services that are successfully carried out and charged by the Boost Beyond Cardholder to the Boost Beyond Cardholder’s Card Account and which are executed by tapping or waving the Boost Beyond Card on the applicable Contactless Reader and where the said transactions have been successfully captured or posted on Boost’s systems;

“E-money” means the electronic money associated with your Boost Beyond Card, a scheme for the issuance of electronic money (‘e-money’) as a designated payment instrument under the provisions of the Financial Services Act 2013;

“Payment Source”, is your chosen source(s) of the fund for your Boost Beyond Card (your Boost eWallet and/ or Boost PayFlex, and such other sources as may be allowed by Boost in future);

“ID documents” means your personal identification documents that we may request from you from time to time;



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“**Issuer**”, “**Boost**”, “**we**”, “**us**” and “**our**” means Axiata Digital eCode Sdn Bhd, the issuer of the Boost Beyond Card which shall include successors and legal assigns;

“**Mastercard**” means Mastercard International;

“**Merchant**” means a retailer, or any other person, firm or corporation that accepts cards which displays the Mastercard acceptance symbol, either in-store, or through the internet;

“**Top-Up Channels**” means any reload channels (as appointed or authorized by Boost) that you can use to make the initial top-up and/or subsequent top-ups to the Boost eWallet to affect the Boost Beyond Card Limit;

“**Transactions**” means all transactions effected through the use of the Boost Beyond Card, including but not limited to, retail transactions, e-commerce and other transactions, such as reload transactions and others;

“**Website**” or the “**Site**” means the Boost website used for FAQs, PDS, Customer Service and other information pertaining to the Boost App, Boost eWallet, Boost PayFlex and Boost Beyond Card;

“**You**”, “**your**”, “**yours**” or “**customer**” means you, the Boost Beyond Cardholder.

Introduction and Declaration

By using the Boost App, to apply for the Boost Beyond Card and/or by retaining, using or authorizing the use of the Boost Beyond Card over the Boost App, you hereby warrant, represent and declare that:

(a) you are at least twenty one (21) years of age; you are a Malaysian citizen or a Malaysian permanent resident or a foreigner legitimately residing or gainfully employed pursuant to a valid working visa and with a valid mailing address in Malaysia; you are not from a sanctioned country; you have not been blacklisted by any financial institutions, licensed banks or e-money issuers in Malaysia or abroad; you are not included in our internal lists and the relevant money laundering and terrorism financing information sources, as well as global lists or databases provided by local or foreign authorities (including but not limited to Bank Negara Malaysia), United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC); you are not listed as a Specially Designated National (SDN); you are not included in lists or databases as provided or recommended by the Financial Action Task Force (FATF) and/or such other lists as may be issued from time to time by the relevant government agencies; all information provided by you is true, up-to-date, correct and complete;

(b) you acknowledge and agree that at any time should any of the representations, warranties and/or declarations above cease to be untrue or we discover to be untrue or that you have misrepresented the same, we shall be fully entitled at our sole and absolute discretion to suspend, block or terminate any Transaction(s) undertaken by you (if already undertaken) whereby there will be no refunds of the Transaction



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amounts or any applicable fees being refunded to you, and to take further and appropriate action which may include suspending, blocking and/or terminating your Boost Beyond Card, without any liability to you howsoever; and

(c) you further acknowledge and agree that in order for us to provide you with the services, benefits, offers and privileges related to the Boost Beyond Card, to manage your Boost Beyond Card and Boost Beyond Card Account, to facilitate the use of your Boost Beyond Card and the processing of any transaction effected or to be effected through the use of your Boost Beyond Card, the sharing, transfer, retrieval, updating and processing of your personal information as well as the creation of member profiles and user accounts and updating of personal details may occur between Boost, our parent, ultimate shareholder, our related companies, subsidiaries, associates and/or affiliates, our licensees, assignees, proposed assignees, representatives, agents, vendors, service providers (including partner networks), merchants, strategic partners, commercial partners, third party contractors, any regulatory authorities (including Bank Negara Malaysia and such other authorities or bodies having jurisdiction over us), credit reporting agencies (including but not limited to CTOS), card schemes or payment network operators, and any other parties engaged by us to enable or assist us in the provision of services to you or to exercise or enforce our rights hereunder and/or any other party whomsoever as we may, to the extent at our sole and absolute discretion deem fit and necessary, within and beyond Malaysia, as stated in the Privacy Policy and you have consented to the same; and that you have read, understood and accepted the terms and conditions contained in this Agreement and in connection with the use of the Boost Beyond Card, and that they are legally binding on you.

Usage Restrictions

The issuance of the Boost Beyond Card is subject to certain conditions and usage restrictions. Notwithstanding all other conditions and restrictions stated in this Agreement, by using the Boost App, to apply for the Boost Beyond Card and/or by retaining, using or authorizing the use of the Boost App, the following terms apply:

- You may only have one active Boost Card Account from which you can conduct Transactions.
- We may at any material time decide not to process your request or Transaction especially if we suspect you are or may be involved in money laundering, terrorism financing, fraudulent or illegal activities.
- We will not process your request or Transaction if we find that you are from a high risk country, if you have been blacklisted by any financial institutions, licensed banks or e-money issuers in Malaysia or abroad, if you are included under our internal lists and/or the relevant money laundering and terrorism financing information sources, as well as global lists or databases and information provided by local or foreign authorities (including but not limited to Bank Negara Malaysia), the United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC), Specially Designated Nationals (SDN), politically exposed persons (PEP), relatives or close associates of PEPs (RCA), if you are included under any lists or databases as provided or recommended by the Financial Action Task Force (FATF)



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and/or such other lists as may be issued from time to time by the relevant government agencies.

- The acceptance, processing and/or settlement of any Transaction conducted by you with the Boost Beyond Card is subject to the acceptance of the same by Mastercard or the Merchant concerned. You agree that you will not hold us liable for any losses or damages resulting from Mastercard's or the Merchant's decision not to accept, process, execute or settle any Transaction conducted by you.
- You shall not provide any false, inaccurate, or misleading information or refuse to cooperate in any investigation or refuse to provide confirmation of your identity or any information requested by us.
- You shall not utilize the Boost Beyond Card to pay for products/ services to be resold thereafter, or for illegal purposes or illegal Transaction or criminal activity of any nature. If we reasonably suspect or discover that you are using the Boost Beyond Card to conduct any of the prohibited transactions under these Terms and Conditions, or for any improper or illegal or unlawful purposes, we may, in our sole and absolute discretion, cancel your Transaction and/or block, suspend and/or terminate your Boost Beyond Card without any liability to you howsoever.
- You may not use the Boost Beyond Card for any improper or illegal purpose and/or illegal Transaction, such as non-compliance with the applicable laws (including being Shariah non-compliant, as the case may be), money laundering, terrorism financing, unlawful activities, illegal on-line gambling, illegal purchase of controlled substances or prescription medication, purchase of firearms or explosives, fraud, prostitution or child-trafficking or financial support of terrorists or terror-supporting organizations.
- You acknowledge that Boost is not liable for your use of the Boost Beyond Card for any commercial purposes, including without limitation any risks associated with the purchase of goods or payment for services of any kind such as losses you may suffer for undelivered or defective goods and services you pay for using the Boost Beyond Card.
- You may not use any automatic device, or manual process to monitor or copy the Mobile App.
- You undertake that you are the sole and rightful owner of any funds you apply towards a reload or top-up of funds to the Boost eWallet and/or the Boost Beyond Card, as the case may be, and that the top-up sources for loading of your Boost Beyond Card shall be from your personal and legal source of funds. You may not use any funding source for which you do not have authority to use for top-up or reload of the Boost Beyond Card limit.

You acknowledge and agree that should you violate any of the conditions or restrictions abovementioned, we shall be fully entitled at our sole and absolute discretion to terminate any Transaction(s) undertaken by you (if already undertaken) whereby there will be no refunds of the Transaction amounts or any applicable fees being refunded to you, and to take further and appropriate action which may include suspending, blocking and/or terminating your Boost Beyond Card, without any liability to you howsoever.



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Applying for the Boost Beyond Card and Customer Due Diligence

The Boost Beyond Card is only available for those who are aged twenty one (21) years and above, who are Malaysian citizens or Malaysian permanent residents or foreigners legitimately residing or gainfully employed pursuant to a valid working visa and with a valid mailing address in Malaysia. If you are below twenty one (21) years or are not a Malaysian citizen, Malaysian permanent resident or foreigner legitimately residing or gainfully employed pursuant to a valid working visa and with a valid mailing address in Malaysia, you are not eligible for the Boost Beyond Card.

You may apply for the Boost Beyond Card via the Mobile App ONLY. We may however introduce other channels for application of the Boost Beyond Card from time to time.

When you apply for the Boost Beyond Card, you must provide all the information as required by us during the registration process, accept the Terms and Conditions of the Boost Beyond Card (which includes payment of applicable fees, if any) in order for your application to be successfully processed. If you also opt for the issuance of a physical Boost Beyond Card, you will need to pay the applicable fees, failing which, we will not be able to process your application for the issuance of the physical Boost Beyond Card. Any applications for such physical Boost Beyond Card or mail or deliver your physical Boost Beyond Card to you. For the avoidance of doubt, you may use your virtual card immediately upon issuance within the Mobile App subject to Available Balance.

If you do not pay the fees prescribed (whether via the Mobile App or any other channels that we may prescribe from time to time, if applicable) within the stipulated time period as may be specified by us from time to time, we shall treat your application as an invalid and void transaction, and you will then have to make a new application for the Boost Beyond Card.

The Boost Beyond Card comes with a Boost Beyond Card Limit approved by us for you and is subject to the requisite Customer Due Diligence (CDD) and Know-Your-Customer (KYC) verification and approval by us.

CDD is a mandatory requirement under the Applicable Laws for any party that applies for the Boost Beyond Card. Accordingly, in addition to the information Boost collects from you at the point of Account application and registration for your Boost Beyond Card, usage of the Boost Beyond Card may require you to provide Boost at any time with additional information and/or documentation before we can approve your application or before you can conduct any Transactions.

Such additional information may include information or documentation that will enable us to verify or re-verify your identity, including but not limited to your payment or funding sources, Visa or Employment Pass (if you are a foreigner) and so on. We may verify or re-verify your identity via electronic know-your-customer (e-KYC) processes. Where required, we may also obtain information about you from other sources whether directly or through public and private third parties (including credit reporting agencies), in order to verify your identity, your credit history (where required) and to ascertain the accuracy of information provided by you. We are also required under the Applicable Laws to screen all individuals who use or intend to use the Boost Beyond Card against



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our own internal lists and the relevant money laundering and terrorism financing information sources, as well as global lists or databases provided by local or foreign authorities for the purposes of determining if there are any money laundering or terrorism financing risks in relation to such individuals.

We further reserve the right to reject, terminate and/or decline your Boost Beyond Card application at our sole discretion and/or if our records show that you have had a bad account with us in the past in relation to any type of prepaid card issued by Boost or if any of your Boost eWallet issued by Boost has been monitored by us due to unusual, irregular, suspicious, fraudulent and/or unauthorized activities or suspected misuse, or has been blocked, cancelled or terminated by us in relation to the same. We may refuse, decline and reject applications by any customer who has been blacklisted by us, Bank Negara Malaysia (or any other regulatory authority), credit reporting agencies or the relevant card payment networks. If we ascertain that you are included in any of the respective lists, including but not limited to, being from sanctioned or high risk countries, being included under the United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC), if you are deemed to be a Specially Designated National (SDN), if you are included as a politically exposed person (PEP), family member or close associate of a PEP (RCA), or if you are included under any lists as provided or recommended by the Financial Action Task Force (FATF) and/or such other lists as may be issued from time to time by Bank Negara Malaysia, the relevant government agencies or any other regulatory authority, we may, at our sole and absolute discretion decline your application (or suspend, block or terminate your Transaction or Boost Beyond Card, if the same has already been approved). Whilst the application for the Boost Beyond Card is open to all customers who meet the eligibility criteria, we reserve the right to reject ANY application for the Boost Beyond Card and/or to decline to issue a Boost Beyond Card at our sole and absolute discretion without assigning any reasons whatsoever, and our decision shall be final and conclusive.

It is a condition of your application for the Boost Beyond Card that all of the information provided by you during the application for the Boost Beyond Card is true, correct and complete at all times, and Boost shall not be held liable nor responsible for any error or omission made by you, which may result in any loss suffered by you, card cancellation or any other financial discrepancies or losses on your Boost Beyond Card Account. In the event we find that you have created a forged application or used forged data or documents in your application for the Boost Beyond Card, we shall block, cancel or terminate your application or Boost Beyond Card immediately without any prior notice to you, and we shall be entitled to retain any balances of funds in your Boost eWallet and we shall not be held liable for any loss or damage suffered by you for the same. We shall further be entitled to take any action against you as may be deemed necessary or as may be required under governing laws or by the relevant governing authorities, including reporting you to the relevant governing authorities.

Fee and Charges

By entering into this Agreement, you agree and undertake to pay all fees arising out of and in connection with the use of your Boost Beyond Card pursuant to this Agreement, which may include amongst others, Boost Beyond Card Issuance fee (if



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applicable), account service fee, currency conversion fee, cross border transaction fee, replacement card fee, charges for SMS Alert, sales draft retrieval fee, charges for load or reload of value, and such other fees and charges related to the Boost Beyond Card or Boost eWallet or Boost PayFlex, as we and/or as the regulators may prescribe from time to time. We reserve the right to revise such fees or to charge additional fees (if applicable) for new services (which are optional) which may be offered by us from time to time. All fees paid to or in connection with the Boost Beyond Card to us are non-refundable under any circumstances whatsoever. In addition, if we are unable to charge any applicable fees on the Boost Beyond Card (including, but not limited to, account service fees for dormant or inactive accounts for a particular month) due to the fact that there are no balance of funds on the Boost Beyond Cardholder's Account for that particular month, then we reserve the right and shall be entitled to retrospectively charge those said applicable fees upon or once the Boost Beyond Cardholder has topped the Boost eWallet up and Boost Beyond Card Account has sufficient balance of funds.

Please always check the Fee & Charges schedule in the Mobile App and/or Website and/or as stated in the Product Disclosure Sheet (available on the Mobile App or Website) for the full details of the latest fees and charges applicable to the Boost Beyond Card.

Boost Beyond Card Limit

The Boost Beyond Card Limit is the maximum amount of money that can reside in your Boost Beyond Card Account at any point of time, and is pegged to your present Boost eWallet limit. You **cannot** load or top up funds in excess of the Boost Beyond Card Limit that has been stipulated for the Boost Beyond Card and approved by us for you.

If you apply for a Boost Beyond Card, you must submit certain documents to us, including but not limited to, for example: a copy of your ID documents, a copy of the proof of your address, your mobile phone bill, utility bill or bank statements and/or any other type of documents that we may request from time to time. If you refuse to provide us with any of the documents that we have requested, we may cancel, reject or terminate your application or upgrade request.

Applications without the minimum top-up cannot be processed or approved until the same has been made and all valid and legitimate ID Documents have been received and/or verified by Boost. Boost reserves the right to approve or decline any applications for whatever reason(s) at our sole and absolute discretion, and such decisions shall be final and conclusive.

Delivery of the Physical Boost Beyond Card

Once your application is approved, and if you have applied for the physical Boost Beyond Card, your physical Boost Beyond Card will be delivered to you within fourteen (14) working days (or other such time as may be communicated by us to you). Please ensure you have stated the current and correct mailing address in your application details to avoid your physical Boost Beyond Card being sent to the wrong address.



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We shall not be responsible in the event of any error in your application or if you have keyed in wrong mailing address details or if you have not received your physical Boost Beyond Card due to the fact that the mailing address details given by you are wrong, inaccurate, not up to-date or not complete. We shall further not be responsible if there is a delay by the delivery service provider, or if we have sent your physical Boost Beyond Card to the mailing address as stated in your application details and in our records but you have not received your physical Boost Beyond Card. Any financial burden as a result of such will be solely your responsibility, and you agree to the same.

You must have a mailing address in Malaysia to enable us to process and approve your application. Mailing addresses outside Malaysia and addresses bearing P.O. Box numbers will be rejected and we will **not** process or approve such applications.

In exceptional cases, and on a case-to-case basis, if your physical Boost Beyond Card is returned to us, and you thereafter wish to collect your physical Boost Beyond Card directly from us, you may do so (upon our notification and arrangement for a suitable date and time) but you must bring along your original identification documents for physical Boost Beyond Card collection purposes. Only you, the Boost Beyond Cardholder (as named in the application details) can personally collect your physical Boost Beyond card.

Once you have received or collected your physical Boost Beyond card, you must sign the signature panel on the back of the physical Boost Beyond Card. But whether you sign the physical Boost Beyond Card or not, you are fully responsible for complying with all the terms and conditions of this Agreement and you shall be bound by them in connection with your use of the Boost Beyond Card. We shall further not be responsible nor liable to you for any discrepancy between the signature appearing on the physical Boost Beyond Card and the corresponding sales slip or if for any reason(s) any transaction conducted with the Boost Beyond Card is not accepted. You agree and understand that any discrepancy between the signature appearing on the physical Boost Beyond Card and the corresponding sales slip shall not by itself be a ground for disputing the validity of the sales transaction.

Activation of the Physical Boost Beyond Card

If you have applied successfully for a physical Boost Beyond Card, you must activate your physical Boost Beyond Card first before you can use it to make any offline Transactions. You must activate your physical Boost Beyond Card within its validity period as prescribed. You are advised to activate your physical Boost Beyond Card in the Mobile App, or through the means for which is informed to you within our App only after you have received your physical Boost Beyond Card, failing which we shall not be responsible or liable for any damages or loss or claim you may suffer arising therefrom.

Top-up to Boost eWallet

The minimum top-up or additional value may be topped up to your Boost eWallet via the available Top-Up Channels within the App as at present. Top up of funds to your Boost eWallet can only be in Ringgit Malaysia. Top-up sources should be from your



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personal source of funds, and should be from clean and clear funds, devoid of criminal origin.

We may, from time to time, at our sole discretion or as may be deemed necessary, impose limits on the amount that can be topped-up to your Boost eWallet or a minimum top-up amount for each top-up transaction or as may be required by law. You cannot top-up your Boost eWallet in excess of the maximum Boost Beyond Card Limit which has been stipulated and approved for your Boost Beyond Card. We shall not be responsible or held liable for any disputes (or loss) in relation to any excess funds if you attempt, have attempted or actually topped-up in excess of the maximum Boost Beyond Card Limit, and we reserve the right to take any action that we may deem necessary, including blocking, suspending and/or terminating and cancelling your Boost Beyond Card if we find you have persistently attempted to do so, despite the Boost Beyond Card Limits stipulated for the Boost Beyond Card.

In the event of any excess funds reloaded by you, we will either refund the excess amount by cheque or by depositing it into your local bank account (provided you have given us your bank account details) or via other channels as determined by us or credit the same back into your Boost eWallet at our sole discretion and in accordance with our internal company policies. Note that even if you have topped up your Boost eWallet in excess of the Boost Beyond Card Limit, you can still only transact and use the Boost Beyond Card up to the maximum of the Boost Beyond Card Limit.

Notwithstanding and irrespective of the above, we reiterate and remind you that you can only reload and top up your Boost eWallet subject to the limitations or maximum Boost Beyond Card Limit(s) that have been stipulated, approved and/or imposed by us, and we reserve the right to take any action as we deem necessary or even terminate and cancel your Boost Beyond Card in relation to non-adherence of the same. In addition, we reserve the right to debit your Boost eWallet for any funds which have been topped up to your Boost eWallet in excess or erroneously.

All reloads and/or top ups of funds shall not be considered to have been made until all relevant funds have been received and processed as good value by us. Reloading of additional value to the Boost eWallet may be delayed until we have actually received and processed the actual payment. During such delay, the amount transferred by you will not be available for you to use on your Boost Beyond Card. We reserve the right to accept or reject any request to top-up additional value to the Boost eWallet or any reload transaction made to the Boost eWallet. You agree that we shall not be liable to you in the event of delay in any loading or crediting of funds into your Boost eWallet or Boost Beyond Card Account where such delay is not attributable to our fault.

For all our available Top-Up Channels, please refer to the Mobile App for details. Our Top-Up Channels are not exhaustive and may change or be replaced from time to time. For Top-Up Channels operated by our authorized agents or partners, please note that a fee may be levied by the respective agents or partners. We may also charge a fee, if applicable. Please refer to the Fees & Charges for all applicable fees.



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Validity

The Boost Beyond Card is valid for the period as stated on the face of the Boost Beyond Card. After the expiry period, you will be issued with a new Boost Beyond Card unless otherwise instructed by you or as otherwise determined and/or declined by us. Without prejudice to the foregoing, the renewal of a new Boost Beyond Card by us for you upon the expiry period shall be at our sole and absolute discretion. We may decline any renewals or requests for replacement Boost Beyond Cards at our sole and absolute discretion, and our decision shall be final and conclusive.

Boost Beyond Cardholder

The Boost Beyond Cardholder is the individual who personally applies for and has been issued the Boost Beyond Card. As a Boost Beyond Cardholder, you will be able to transact at all designated Mastercard merchants worldwide, make retail purchases at locations displaying the Mastercard acceptance mark, carry out online transactions, top-up up your Boost Beyond Card Account at our available top-up channels by topping up the Boost eWallet, access and view your Boost Beyond Card Account balance and transaction history on the Mobile App and carry out all other functions associated with the Boost Beyond Card.

Use of the Boost Beyond Card

All Boost Beyond Cards are issued with contactless functionality and are MasterCard PayPass enabled. Once the Boost Beyond Card is activated and you have topped-up the Boost Beyond Card with sufficient funds, you may start to use the Boost Beyond Card to purchase goods and services worldwide anywhere a MasterCard card is accepted and also to access cash at ATMs or financial institutions displaying the MasterCard name and/or logo, whereupon for ATM functionality, Boost shall duly inform the Cardholder within the App of its availability. Each time you use the Boost Beyond Card to purchase goods or services, you authorize us to deduct your funds from your Boost Beyond Card Account.

The Boost Beyond Card is non-transferable and shall only be used exclusively by you as the Boost Beyond Cardholder. Your Boost Beyond Card shall not be pledged by you as security for any purpose whatsoever. You shall not give the Boost Beyond Card or your Boost Beyond Card Account number to other third parties or allow them to use it for charges, identification or any other purpose. If you do so, you will be liable for all charges made with the Boost Beyond Card as a result thereof. You also cannot use your Boost Beyond Card for purposes which are deemed to be illegal or unacceptable by us and we shall be entitled to block the authorization for the use of the Boost Beyond Card for such activities.

Your Boost Beyond Card usage is **limited** to a **maximum** of the Boost Beyond Card Limit (depending on which Boost Beyond Card Limit we have approved for you and pegged to your Payment Source). If you opt for any optional services provided by us (if applicable), then you may have to maintain a minimum amount as specified in connection with the use of those services. We may further set certain limits and thresholds for specific use categories (within the Boost Beyond Card Limit) which you cannot exceed whether daily, monthly or so on. We may further refuse any Transaction



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or limit the amount to be transacted either on a per transaction or aggregated basis at any time and for any reason.

You should frequently review your Boost Beyond Card Account to check and verify your Available Balance before using your Boost Beyond Card. You must always ensure that there are sufficient funds in your Boost Beyond Card Account to pay for each transaction and to cover the total amount transacted on your Boost Beyond Card Account, including purchases, recurring transactions, fees and other charges. If the total amount in your Boost Beyond Card account is insufficient, your transaction will be declined and in the case of recurring declined transactions, you would have to make your own arrangements for payment with the recurring merchant, and we shall not be liable for any penalty or late payment interest charged by such merchant on you. If you have not paid any of the fees (as may be applicable), your Boost Beyond Card cannot be used and we will be entitled to block, suspend and/or to terminate your Boost Beyond Card account.

Without prejudice to the above, we shall not be responsible for the refusal of any Merchant or member institution of Mastercard to honour or accept your Boost Beyond Card.

All transactions conducted with your Boost Beyond Card will only be reflected and posted to your Boost Beyond Card Account after they have been submitted by the respective Merchant or acquiring bank and processed by the Mastercard payment network and authorised ONLY by Boost.

Take note, as part of our CDD requirements and security monitoring process, Boost reserves the right to review your Boost Beyond Card Account activities and any Transaction at any point in time in order to protect you and your funds and to ensure the validity, safety and security of your Boost Beyond Card Account against money laundering, terrorism financing, fraudulent or illegal activities. As a provider of financial services, Boost also plays an important role in the fight against financial crime, money laundering and terrorist financing activities and as a result, the Applicable Laws require us to obtain, verify and record personal and private information about our customers and to conduct periodic account reviews. These processes often include steps that involve additional verification and validation of identity, payment or funding sources and instructions, and of other Transaction information which may require us to contact you further for the relevant information, which may result in delay in the processing of a Transaction until such verification and validation is satisfactorily completed. In the event that your Transaction is subject to any process for additional verification and/or validation (including AML compliance checks), your Transaction may be put on hold while we collect and confirm the source of the funds and complete the verification and validation process.

We reserve the right to refuse to process Transactions for certain individuals, including without limitation, individuals from sanctioned or high risk countries, individuals who have been blacklisted by any financial institutions, licensed banks or e-money issuers in Malaysia or abroad, individuals who are included in our internal lists and the relevant money laundering and terrorism financing information sources, as well as global lists or databases provided by local or foreign authorities (including but not limited to Bank



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Negara Malaysia), the United Nations Security Council Resolutions (UNSCR), Office of Foreign Assets Control (OFAC), or who are deemed as Specially Designated Nationals (SDNs), included under any lists or databases as provided or recommended by the Financial Action Task Force (FATF) and such other lists as may be issued from time to time by relevant government agencies. We may also refuse to process any Transaction on behalf of individuals that may appear on any list of politically exposed persons (PEPs) or that are family members or considered close associates of such PEPs (RCAs).

If the Boost Beyond Card is used in a manner other than as permitted by this Boost Beyond Cardholder Agreement, to the extent permitted by law, we may, at our option and without waiving any of our rights, recognize the transactions and debit or credit the Boost Beyond Card accordingly. Any online betting and/or gambling activities are prohibited and you agree that we do not owe you any duty and/or obligation whatsoever to monitor and block the use of the Boost Beyond Card for any unlawful activities. If we do find that your Boost Beyond Card has been used for unlawful or fraudulent activity, we shall be entitled to suspend, block and/or terminate the use of the Boost Beyond Card immediately without prior notice to you. Notwithstanding the above, Boost reserves the right to block, suspend or decline any Transaction at its sole and absolute discretion.

We reserve the right to suspend, revoke and/or block any reloads or top ups to your Boost Beyond Card Account which we discover and/or which we have been informed by any third parties (including the police, Bank Negara Malaysia, Mastercard and/or other banking institutions or other relevant parties) to be irregular, suspicious, illegal or unauthorized, and we shall be entitled to take any action against you as may be deemed necessary for such transactions, including blocking suspending and/or terminating your Boost Beyond Card and Boost Beyond Card account.

Payment Source/ Source of Fund

You will be entitled to choose the Payment Source for your Boost Beyond Card. Currently, the available source is your Boost eWallet, and your Boost PayFlex.

If you choose your Boost eWallet as the default Payment Source, payment for Transactions via your Boost Beyond Card will be deducted from your Boost eWallet.

If you choose your Boost PayFlex as the default Payment Source, you hereby acknowledge and agree to be bound by the applicable Shariah terms and conditions, and the applicable wakalah contract, and the payment for Transactions via your Boost Beyond Card will be deducted from your Boost PayFlex limit as assigned and made available to you, the repayment of which will be subject to the applicable wakalah contract (including the default tenure in your Boost PayFlex settings). In the event your Boost PayFlex limit is insufficient for any Transaction, the payment for the said Transaction shall be automatically processed as payment from your Boost eWallet (i.e. the said payment will be deducted from your Boost eWallet). If there is insufficient balance in your Boost eWallet, the said Transaction shall fail and be null and void.

It is important that you always ensure you have sufficient balance in your Boost eWallet or sufficient Boost PayFlex limit prior to making any transaction.



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You may change your default Payment Source as and when you want on the App. It is your responsibility to ensure that the Payment Source chosen is correct before you make any payment using your Boost Beyond Card. After payment is made for a Transaction, you are not entitled to change the Payment Source for the said Transaction.

You shall bear the relevant costs and fees associated to the respective Payment Source, if any.

Mobile App

You will be solely responsible for your own personal Boost Beyond Card account settings, and Boost shall not be held liable for any errors or losses incurred or suffered by you as a result of any personal settings or information set or keyed in by you in the Mobile App.

Boost Beyond Card

Your Boost Beyond Card is and shall at all times remain our property and shall be surrendered to us immediately upon our request and may be repossessed by us at any time. By applying for and subscribing to the Boost Beyond Card and/or by retaining, using or authorizing the use of the Boost Beyond Card, you agree and undertake:- (a) not to use the Boost Beyond Card to purchase illegal Shariah non-compliant goods or services or to use it for any unlawful and/or fraudulent activities; (b) to promptly notify us of any loss or theft of the Boost Beyond Card; and (c) to abide by and to only use the Boost Beyond Card strictly in accordance with the terms and conditions of this Boost Beyond Cardholder Agreement.

Boost Beyond Card Services and/or Products

More than one service, offer or program may apply to your Boost Beyond Card at the same time. We may from time to time also introduce new services, offers or programs in relation to the use of your Boost Beyond Card including but not limited to promotional offers, activities or campaigns. Supplemental terms may also apply to the Boost Beyond Card from time to time in respect of a such services, offers, programs, activities or campaigns, We will tell you the terms and conditions (or any additional supplemental terms and conditions) of such services, offers or programs at the time of the introduction of the services, offers or programs (if any). The terms and conditions (or additional supplemental terms and conditions) of such services, offers and programs are binding on you as if the same are contained here.

SMS Alert Service

We may provide and/or implement a SMS alert service for your Boost Beyond Card (subject to your Boost Beyond Card being in good standing and/or not suspended or blocked by us). If we implement this service, alert notifications will be sent via Short Messaging Service ("**SMS**") at our discretion based on pre-determined criteria(s) as



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follows: (a) first Boost Beyond Card usage alerts; (b) transactions alerts, both local and overseas, above a certain value; and (c) suspicious or irregular transaction alerts. The SMS alert service is subject to the terms of your agreement with your mobile phone service provider. You shall ensure that your mobile phone and number are able to receive text messaging both in Malaysia and overseas, and you shall be personally responsible for any fee imposed by your respective mobile phone service provider.

Each SMS alert will not be encrypted and may include details pertaining to your Transaction(s). You are responsible for the security of your mobile phone. We shall not be liable in any way to you (or any third party) should any SMS alert be viewed or accessed by persons other than you, the Boost Beyond Cardholder. We shall not be liable for any or all losses, damage, expenses, fees, costs (including legal costs on a full indemnity basis) that may arise, directly or indirectly, in whole or in part, from (a) the non-delivery, the delayed delivery, or the misdirected delivery of an SMS alert; (b) the non-receipt of an SMS alert; (c) inaccurate or incomplete content in an SMS alert; (d) reliance on or use of the information provided in an SMS alert for any purpose; or (e) any third party, whether authorized or not, obtaining your Boost Beyond Card account information contained in the SMS alert by accessing the your mobile phone.

An SMS alert does not constitute a record of the Boost Beyond Card Account or Boost Beyond Card transaction to which it pertains. We do not assume any additional responsibility or obligation in respect of the use of, or any transaction or eventuality involving, the Boost Beyond Card Account. The SMS alert service does not free you from the responsibility of safeguarding the physical security and authorized use of your Boost Beyond Card or Boost Beyond Card Account, and it does not entail that Boost will automatically be liable for any unauthorized Transaction(s) that may be charged to the Boost Beyond Card Account. The SMS alert service may be subject to a fee. Please refer to our **Fee and Charges** on the Mobile App or our Website for any charges that may be imposed for the SMS alert service. Any additional terms and conditions applicable to the SMS alert service shall be binding on you and shall apply in addition and not in substitution to the terms and conditions contained herein.

We herein reserve the right to notify you within the App notifications in lieu of any SMS service, and such terms as above should apply in respect of such in-App notifications.

Disputed Transactions – Goods/Services

We are not responsible and shall not be liable for the goods and services (including their delivery, performance, merchantability or fitness for purpose) purchased with your Boost Beyond Card, whether at the Merchant's premises, written instructions sent by mail, email, facsimile, telephone order, online via the internet or any other means by which you have authorized the use of your Boost Beyond Card for the purchase of goods and services. We are further not responsible for the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services (including any defects or deficiency in any goods or services) purchased by you from Merchants with your Boost Beyond Card. All disputes involving the same should be addressed directly to the Merchants from whom the relevant goods and services were purchased. You agree to settle all disputes directly with the Merchant who honoured your Boost Beyond Card or the member institution of MasterCard concerned and you shall pay us



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(including Axiata Digital Credit Sdn Bhd (if applicable)) all amounts required under this Agreement despite such disputes. You shall not be entitled to set-off or counterclaim against us or to withhold payment to us on account of such complaint or under any circumstances whatsoever in respect of your claim against the Merchant or the member institution of MasterCard. We disclaim any liability for any claim you have against the Merchant or for any issues with regards the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services purchased by you from the Merchant.

You must key-in your 6-digit personal identification number ("**PIN**") for verification instead of signing a transaction slip when making payment at point-of-sale terminals for transactions you make with domestic or overseas merchants using your **PIN-enabled** Boost Beyond Card. By entering your PIN or other identifying number or password at an electronic banking facility, you indicate your acceptance that the transaction amount is correct. You should ensure that the transaction amount is correct before you enter your PIN or other identifying number or password at an electronic banking facility. In addition, Boost reserves the right to block, suspend or decline any Transaction at its sole and absolute discretion.

E-commerce Transactions

If you use your Boost Beyond Card for e-commerce transactions to purchase goods and/or services through the online internet sites or third party mobile apps, you shall be solely responsible for the security of such use at all times. You agree that the entry of your Boost Beyond Card information on the internet or via such third party mobile apps shall be sufficient proof of the authenticity of such instructions. We are under no obligation to verify the identity or the authority of the person entering your Boost Beyond Card information and we shall not be liable for acting on such use of your Boost Beyond Card regardless of whether the person is authorized or unauthorized and regardless of the circumstances prevailing at the time of the transaction. However, we reserve the right not to process any such transaction over the internet or via third party mobile apps if we have any reason to doubt its authenticity or if in our opinion it is suspicious in nature, unlawful or otherwise improper to do so or for any other reason. Notwithstanding the above, Boost reserves the right to block, suspend or decline any Transaction at its sole and absolute discretion. For all transactions processed via the two factor authentication mechanism or 3D secure, we shall not entertain any disputes from you with regards to the fact that you did not authorize or participate in the transaction nor will you be able to raise a chargeback claim for such transactions which have been processed under the two factor authentication or 3D secure mechanism. In such cases of two factor authentication or 3D secure transactions, we will only allow chargeback due to no authorization, processing errors, service not rendered and other card acceptance violations as stipulated in the MasterCard card chargeback rules.

Contactless Payments

Contactless Payment allows you to pay amounts **up to RM250** without entering your PIN on applicable Contactless Readers. You can pay at applicable Contactless Readers which are contactless enabled.



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The **first time** you make a Contactless Payment, you will be asked to enter your PIN. After that, you can pay amounts up to RM250 via the Boost Beyond Card's contactless functionality. When you make a Contactless Payment, you must check the amount and hold your Boost Beyond Card against the Contactless Reader. The Contactless Reader will show whether the payment has been successful.

We may also require other activation and/or authentication procedures as we may at our sole and absolute discretion prescribe from time to time. When you tap, wave or touch your Boost Beyond Card against the Contactless Reader, you are giving authorization for the transaction to be charged to your Boost Beyond Card Account and for funds to be deducted from your Boost Beyond Card in respect of the said transaction.

Boost Beyond Cardholders may use the Boost Beyond Card to effect any number of Contactless Payments on Contactless Readers provided that the value of such Contactless Payment(s) does not exceed the daily limit of RM250. For the avoidance of doubt, the Boost Beyond Cardholder cannot use the Boost Beyond Card for any Contactless Payment which exceeds the daily limit of RM250. The Boost Beyond Cardholder must enter his PIN for any transaction in excess of RM250.

After a number of contactless only payments, you may be asked to enter your PIN again for security reasons. If Contactless Payments are made after your Boost Beyond Card has been lost or stolen, it will be treated in the same manner as stated in the 'Disclosure of loss of PIN, or Loss, Stolen, or Unauthorized Use of Card' section below.

You cannot use the contactless function of the Boost Beyond Card or make Contactless Payments for card-not-present transactions, online transactions, e-commerce transactions, recurring bill payments, cash advance transactions, funds transfer transactions, transactions performed or to be performed at any ATM. The Boost Beyond Card also cannot be tokenized on mobile devices for any forms of Contactless Payments, unless agreed and facilitated by us under any new or concurrent service to be implemented in relation to the use of the Boost Beyond Card.

Any usage of a Boost Beyond Card at any Contactless Reader, if and where permitted by Boost shall be subject to such terms and conditions as Boost and MasterCard may agree from time to time.

Security of PIN

You must keep your PIN strictly confidential and you should never disclose your PIN to any person under any circumstances or by any means whatsoever. You should not keep any written record of your PIN at any place or in any manner which may enable a third party to have access to it and/or make use of your Boost Beyond Card. Failure to comply with this requirement will expose you to the consequences of theft and/ or unauthorized use of your Boost Beyond Card, for which we will not be in any way be responsible or liable to you. You shall hold us free from all claims and liabilities from all parties whomsoever arising from the use of your PIN whether authorized or otherwise.



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Disclosure of loss of PIN, Loss, Stolen, or Unauthorized Use of Boost Beyond Card

You shall be and remain liable to us for any goods and services supplied by the merchants through the use of your Boost Beyond Card whether or not you have authorized such usage. You shall use all reasonable precautions to prevent disclosure of the PIN to any unauthorized person or the loss, theft or unauthorized use of your Boost Beyond Card.

In the event of disclosure of your PIN to any unauthorized person or the unauthorized use of your Boost Beyond Card or your Boost Beyond Card is lost or stolen, you must immediately freeze your Boost Beyond Card via the Mobile App. Alternatively, you may email our Customer Service to cancel your Boost Beyond Card Account. Your Boost Beyond Card will be blocked once you have "frozen" it in the Mobile App. Alternatively, if you email our Customer Service, we will block your Boost Beyond Card upon receipt of your notification. You should then send a confirmation in writing to us via the channels informed to you in-App. As a matter of prudence, we advise you to lodge a police report immediately to substantiate your claim.

We may at our discretion on a case-to-case basis ask you for a copy of the police report confirming the incident. If we do indeed require the police report, and you are not able to provide us with a copy, we may not be able to proceed with our investigations and we shall not be responsible or be held liable for any disputes or loss suffered by you in relation to any transactions incurred from unauthorized usage of the Boost Beyond Card. You shall be and remain liable for all transactions incurred from unauthorized usage of the Boost Beyond Card, where investigations made by us or the police reveal that you are a party in the procurement of any merchandise or services from the merchants effected through the use of the Boost Beyond Card by the use of any unauthorized person. You shall be liable for such unauthorized transaction before we receive written notification of the loss or theft. We may at our absolute discretion, resolve that your liability be limited to RM250, or any other amount that the Boost Beyond Card permits without second factor authentications, provided you are not found to be negligent or have not acted fraudulently.

We shall not be responsible and shall not be liable for any transaction as a result of the loss or theft or misuse of the Boost Beyond Card, occurring prior to you reporting the loss or theft of the Boost Beyond Card to us.

Without prejudice to our rights and notwithstanding that you may have exercised all reasonable precaution to prevent the loss or theft or unauthorized use of your PIN or your Boost Beyond Card, and you have reported the loss or theft or unauthorized use thereof, you shall remain liable to us if you have acted fraudulently or if you were involved in the procurement of goods or services supplied by any merchant, cash advance through the use of your Boost Beyond Card by any person or if you have failed to inform us upon discovering that your PIN or Boost Beyond Card has been lost or stolen or used for purposes unauthorized by you.

If you later find the lost or stolen Boost Beyond Card, you should not further use the Boost Beyond Card but shall cut it into half and dispose of it immediately or return the



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same to us. Upon the loss or theft of your Boost Beyond Card or upon discovery that an unauthorized person or persons have acquired knowledge of the PIN or use of your Boost Beyond Card not authorized by you, you may request us to issue a replacement Boost Beyond Card and we shall have the right at our sole discretion to accept or to refuse such request without having to assign any reason whatsoever. We are under no obligation to issue a replacement Boost Beyond Card automatically following its loss or theft.

Any replacement Boost Beyond Card will be subject to a replacement card fee, unless waived by us at our sole discretion. If we approve your request for a replacement Boost Beyond Card, and upon proper verification, we will issue a new Boost Beyond Card to you with a new account number. The balance of funds from your previous lost or stolen blocked Boost Beyond Card Account will be in your Boost eWallet and does not require transfer. If we do not issue you a replacement Boost Beyond Card, the balance in your lost or stolen Boost Beyond Card will be refunded to you (less any applicable fees and charges including bank charges) after fourteen (14) business days via cheque or by depositing it into your bank account (provided you have given us your bank account details) or in any other manner in accordance with our internal policies. Boost will refund Available Balances in Ringgit Malaysia only.

Receiving Money via Boost Beyond Card

You may receive funds from other persons via your Boost Beyond Card number (i.e. such persons transfer funds to you by entering your Boost Beyond Card number), however such funds will be credited into your Boost eWallet, subject to your applicable Boost eWallet limit and the applicable terms and conditions (if any). It is important for you to know that this does not apply to funds arising from the Boost PayFlex.

Disclosure of Passwords, Unauthorized Access

If you wish to update your profile and personal data, including but not limited to, mailing address, contact details, phone numbers, email address, and other personal particulars, you may do so by contacting our Customer Service. We may from time to time first verify your identity through the security protocols established by us (and which may be changed from time to time at our sole and absolute discretion) before your profile and personal information can be updated. You shall at all times keep all your passwords and security codes, security questions, security answers (including but not limited to those used for verification and authorization purposes and for access into your Boost Beyond Card Account) secret and you shall use all reasonable precautions to prevent disclosure of the same to any unauthorized person, or third party. We shall not be responsible and shall not be liable for any loss suffered or in relation to the transactions on your Boost Beyond Card Account or for any unauthorized transactions on your Boost Beyond Card, if you disclose any of your passwords, security codes, security questions, security answers or any of your personal details to unauthorized parties or third parties.

Transactions made in Foreign Currencies

If a Transaction is made in a foreign currency, MasterCard will convert the transaction into the Ringgit Malaysia equivalent at the conversion rate as determined by



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MasterCard as at the date it is processed by MasterCard after merchant settlement. You will also be required to pay administration costs at such rates/fees as shall be determined by us.

Transaction history is available within the App.

All entries in the transaction history are deemed true and accurate unless you inform us of any error, exception, dispute or unauthorized transaction within forty (40) days from the date of the transaction. If we do not receive any written notification from you concerning any error in the transaction history within the stipulated time frame, the transaction history shall be deemed true, complete and accurate, and you shall then be deemed to have accepted the entries in the transaction history made up to the date of the last entry in the transaction history as final and conclusive.

In the event the investigations and verifications conducted by Boost reveal that the disputed transaction(s) was (were) accurate, genuine and properly authorized by you, then you, the Boost Beyond Cardholder shall be liable for all the disputed transaction(s).

You, the Boost Beyond Cardholder further agree to indemnify us, Boost against all other costs, expenses & charges that Boost may incur in the verification processes of the disputed transactions.

If you dispute any transactions stated in your history transaction, we may in our absolute discretion and as deemed fit conduct any investigation(s) regarding the disputed transaction(s) wherein the following shall apply: If our investigation(s) reveal or indicate that you are liable for any of the disputed transaction(s), we shall be entitled to levy the following charges: an investigation charge as we may deem fit to charge; from the date of the disputed transaction(s) until the finalization of our investigation(s). No investigation charge(s) shall be levied in the event that the investigation(s) reveal that you are not liable for any of the disputed transaction(s). Our findings in any investigation conducted in relation to your Boost Beyond Card Account shall be conclusive, final and binding on you and shall not be opened for questioning in any event.

Events of Default by Boost Beyond Cardholder

We may suspend, block, revoke and/or or terminate the Boost Beyond Card and/or any of the services offered to you, the Boost Beyond Cardholder with or without prior notice notwithstanding that we may have waived our rights on some previous occasion upon the occurrences of any or more of the following events, including but not limited to:–

if payment of any sum of money is due from you to us at any time under the Boost Beyond Card Account; or if you use your Boost Beyond Card for any unlawful activities such as online betting and/or gambling activities or any non-Shariah compliant related activities; or if you commit or threaten to commit a default or breach of any agreements, covenants, stipulations, terms or conditions set out in this Agreement; or if you have furnished false information, data or documents to us; or if in our absolute opinion, your



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Boost Beyond Card Account has not been operated satisfactorily or used for fraudulent purposes; or if we have noticed irregular, suspicious or unauthorized activity on your Boost Beyond Card; or if an event or events has or have occurred or a situation exists which should or might in our opinion prejudice your ability to perform your obligations under this Agreement; or if we in our absolute discretion refuse to issue a replacement Boost Beyond card or renew your Boost Beyond Card; or if we in our absolute discretion decide to block, suspend, cancel or terminate the use of your Boost Beyond Card; or if you use your Boost Beyond Card for business and/or commercial purposes which we deem not acceptable to be transacted using your Boost Beyond Card. In such circumstances we reserve the right not to refund any balance of funds existing in your Boost Beyond Card Account and we shall be entitled to retain the same at our sole discretion and/or as may be required by the relevant governing authorities. Further thereto, we reserve the right to take any action against you as may be deemed necessary or as may be required under governing laws or by the relevant governing authorities.

We reserve all rights to block, decline or terminate your application for the Boost Beyond Card, the issuance of a Boost Beyond Card by us to you or your Boost Beyond Card and Boost Beyond Card Account (if the same has already been issued to you) if we find that you have furnished false or misleading information and/or documents to us concerning your personal details and any other information required in the application form immediately at our sole discretion without any prior notice to you. In such circumstances, we shall not refund any balances existing in your Boost Beyond Card Account or Boost eWallet (if the same has been issued to you) and we shall be entitled to retain the same. We shall not refund the initial top-up amount to you if you have not received the Boost Beyond Card yet.

If we obtain judgment from any court for any sum owing under this Agreement, any charges payable shall continue to be payable from the date of judgment until the date of full payment of such sum of money so adjudged to be payable to us.

Blocking, Suspension, Cancellation and/or Termination of Boost Beyond Card by Boost due to Suspicious, Fraudulent, Unusual, Irregular or Unauthorized Activity

In addition to the Events of Default above, we may at our sole and absolute discretion, limit, block, suspend or terminate your use of the Boost Beyond Card and Boost Beyond Card Account if we detect any unusual, irregular, suspicious, fraudulent or unauthorized activity on your Boost Beyond Card and/or Boost Beyond Card Account; or suspect misuse of your Boost Beyond Card and/or Boost Beyond Card Account; or there is a contravention; non-adherence or breach by you of any of the provisions of this Agreement. We shall have the right to withdraw at our absolute discretion, all or any of the facilities provided by us, with or without notice and without assigning any reasons for it, and in such circumstances if we so deem fit to terminate use of your Boost Beyond Card notwithstanding that we may have waived our rights on some previous occasions. We may refuse to issue a Boost Beyond Card or may revoke the Boost Beyond Card privileges with or without cause or notice, other than as required by applicable law.



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If we detect unusual, irregular, suspicious, unauthorized or fraudulent activity on your Boost Beyond Card Account, we may suspend and block the use of your Boost Beyond Card and its account immediately as security/precautionary measures (with or without prior notice to you) until we can verify the activity. If we decide to cancel or suspend (block) the use of the Boost Beyond Card, we will attempt to notify you via phone or electronic mail or any other means of communication. You agree not to use or attempt to use an expired, revoked, blocked, suspended, terminated or otherwise invalid Boost Beyond Card. Boost's cancellation of Boost Beyond Card privileges will not affect your rights and obligations pursuant to this Agreement or to your continued use of the Boost eWallet or the Boost App. If we cancel or suspend your Boost Beyond Card privileges through no fault of yours, you will be entitled to a refund of any remaining balance on the Boost Beyond Card as provided in this Agreement.

If we cancel and terminate your Boost Beyond Card due to the abovementioned reasons, we reserve the right not to refund any balances of funds existing in your Boost Beyond Card Account or Boost eWallet and we shall be entitled to retain the same at our sole discretion, and/or as may be required by the relevant governing authorities. Further thereto, we reserve the right to take any action against you as may be deemed necessary or as may be required under governing laws or by the relevant governing authorities.

Voluntary Cancellation and Termination of Boost Beyond Card by Boost Beyond Cardholder

You may at any time of your own accord cancel your Boost Beyond Card and Boost Beyond Card Account by sending a notice in writing and/or email notification to us. We will then terminate the Boost Beyond Card and any balance of funds on the Boost Beyond Card will continue to reside in the Boost eWallet unless refunded to you. You shall remain liable for any transaction(s) effected through the use of your Boost Beyond Card prior to and post (where applicable) termination for the use of your Boost Beyond Card.

Refund of Balance of Funds upon Termination of Boost Beyond Card

Upon termination (whether by Boost or you) of the use of your Boost Beyond Card (subject to all Transactions having first been settled with the relevant third party(s)), unless otherwise due to termination by Boost due to Events of Default or due to suspicious, fraudulent, unusual, irregular or unauthorized activity, the balance of funds on the Boost Beyond Card Account shall be refunded to you within the Boost eWallet.

Boost will refund any Available Balances in **Ringgit Malaysia** only.

Dormant Account

If the Boost Beyond Card was not in use for the past 6 months, we may in its discretion treat your Boost Beyond Card as dormant and may suspend your Boost Beyond Card. If your Boost Beyond Card is suspended, you should contact Boost's customer support team to reactivate the Boost Beyond Card. Boost will reactivate your Boost Beyond Card at its sole discretion and subject to Boost's prevailing policies and procedures.



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Communication

You agree that we shall be entitled from time to time to contact you via electronic transmission (including, but not limited to within the App, email communication, telex, fax), SMS or via telephone correspondence and calls (which may be monitored and/or recorded by us), and any other means of exchange communication in respect of, but not limited to, matters in relation to your Boost Beyond Card, confirmation of transactions, whether or not you transacted the same, status of your Boost Beyond Card and Boost Beyond Card Account, communication on promotions (and promotional items) for the Boost Beyond Card, and for any other matters relating to the Boost Beyond Card.

You further agree that we shall be entitled to send you marketing materials, promotional offers and newsletters from time to time with regards the Boost Beyond Card, the Mobile App and services provided by Boost. You may opt out from receiving such marketing communications by sending an email to support@myboost.com.my

Variation of Terms

Subject to the limitations of applicable law, we may at any time vary, revise, change, amend, withdraw, substitute or remove any of the terms and conditions of this Agreement. Any such amendment shall be effective twenty-one (21) days after the revised terms have been posted on our Website or the Mobile App. And thereafter such posting on the Website or the Mobile App, the revised or new terms will apply to the Boost Beyond Card, including, without limitation, all future transactions made using the Boost Beyond Card. We may also issue a notice via in-App, email, electronic correspondence or any other modes of communication to you concerning any variation, revision, amendment, withdrawal, substitution, removal or change. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Boost Beyond Card or any related payment system. The retention or use of your Boost Beyond Card after the effective date of any variation, amendment, revision, substitution or change of terms and conditions shall be deemed to constitute your acceptance of such variation, revision or change without reservation by you.

If you do not accept the proposed variation, amendment, revision, substitution or change, you are entitled to terminate the use of your Boost Beyond Card by contacting us, and the provisions relating to termination above shall apply.

Notwithstanding the above, we specifically reserve the right to withdraw or terminate the Boost Beyond Card program (in whole or in part), any program, feature, function or benefit thereunder at any time with or without prior notice at our sole discretion. We may from time to time issue additional terms and conditions for the Boost Beyond Card, if required.

The latest version of the Terms and Conditions will be on the Mobile App and Website. We advise you to check the Terms and Conditions of the Boost Beyond Card regularly whenever you visit the Website or log-onto the Mobile App to ensure that you are aware of our latest or updated terms and conditions of the Boost Beyond Card.



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Disclosure

Boost protects the privacy of your information as detailed in our **Privacy Policy** (please refer to the Privacy Policy section on the Mobile App or Website).

You acknowledge and agree that in order for us to provide you with the services, benefits, offers and privileges related to the Boost Beyond Card, to manage your Boost Beyond Card and Boost Beyond Card Account, to facilitate the use of your Boost Beyond Card and the processing of any transaction effected or to be effected through the use of your Boost Beyond Card, the sharing, transfer, retrieval, updating and processing of your personal information as well as the creation of member profiles and user accounts and updating of personal details may occur between Boost, our parent, ultimate shareholder, our related companies, subsidiaries, associates and/or affiliates, our licensees, assignees, proposed assignees, representatives, agents, vendors, service providers (including partner networks), merchants, strategic partners, commercial partners, third party contractors, any regulatory authorities (including Bank Negara Malaysia and such other authorities or bodies having jurisdiction over us), credit reporting agencies (including but not limited to CTOS), card schemes or payment network operators, and any other parties engaged by us to enable or assist us in the provision of services to you or to exercise or enforce our rights hereunder and/or any other party whomsoever as we may, to the extent at our sole and absolute discretion deem fit and necessary, within and beyond Malaysia, as stated in our Privacy Policy and you have consented to the same; and that you have read, understood and accepted the terms and conditions contained in this Agreement and in connection with the use of the Boost Beyond Card, and that they are legally binding on you.

You agree and authorize us to contact you, through any means, to make any inquiries and request additional information to validate any information we have on our records. Such inquiries may include, without limitation, mobile phone number verification, account verification, and requests for additional personal information. If we do not have your personal information, or you choose not to share or disclose any information that we may require, we may not be able to provide or continue to provide you with the Boost Beyond Card or Boost Beyond Card- related services and we will not be obliged, responsible or held liable for the failure to provide the same (and/or any disputes in relation thereto).

Any disclosure by us of your information as set forth herein shall not render us liable to you for any claim, loss, damage (including direct or indirect damages or loss of profits or savings) or liability howsoever arising whether in contract, negligence, or any other basis arising from or in relation to: the release or disclosure of the information by us; and/or the information being incorrect, erroneous or misstated; and/or reliance on the information, whether caused by us or other third party's misstatement, omission, negligence or default or by technical, hardware or software failures of any kind, interruption, error, omission, viruses, delay in updating or notifying any changes in the information or otherwise howsoever.



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Costs and Expenses

You hereby agree that if we initiate legal proceedings against you because of a default in the terms of this Agreement, you shall be liable to pay to us all legal costs (including costs on a solicitor and client basis), other costs, charges and expenses which we may incur in enforcing or seeking to enforce any of the provisions of this Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by you. Your responsibility for fees and costs shall not exceed the maximum amount allowed by law.

Indemnity

You agree to indemnify, defend and hold us and our parent, ultimate shareholder, respective affiliates, related companies, officers, employees, agents, contractors, representatives, suppliers, vendors, service providers, partner networks and other related parties involved in the provision, processing and/or execution of services, benefits, offers and privileges related to the Boost Beyond Card, harmless from and against any claims, losses, damages, judgments, awards, costs, liabilities, expenses or fees (including without limitation reasonable attorneys' fees) arising out of or in connection with your breach of this Boost Beyond Cardholder Agreement or your use of the Boost Beyond Card and/or the Mobile App, any Transaction, of any Applicable Laws, or violation of any rights of a third party including your use of any information or content obtained from or through your use of the Boost Beyond Card or the Mobile App other than expressly permitted by this Boost Beyond Cardholder Agreement or of your negligence, fraud or wilful misconduct.

Boost reserves the right, at its own cost, to assume control of any defence or any other matter otherwise subject to indemnification by you, in which event you shall cooperate fully with Boost in asserting such available defences as elected by Boost in its reasonable discretion.

Service and/or Notification

You hereby agree that for service of any legal document, notification or statement hereunder or if any action is begun in the courts in Malaysia in respect of this Agreement, the legal process and other documents may be served by posting the documents to you (via ordinary post) at your last known address in our records and such service shall on the 5th day after posting, and shall be deemed to be good and sufficient service of such process or documents. Any notice or other document to be given under this Agreement and all other communications by you to us with respect to any legal process shall be in writing and may be given or sent by hand, or registered post to us at the address set out below:—

By Mail or Hand To:
Legal Department
Axiata Digital eCode Sdn Bhd
Level 29, Menara Axiata
KL Sentral, KL

or to such other address as we may give notice to you from time to time.



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Issues or complaints with respect to the Boost Beyond Card

You may also contact us by sending us an in-app message in the Help section of the Mobile App for any queries or issues you may have regarding the Boost Beyond Card or to lodge any complaints with respect to the Boost Beyond Card or you may contact our customer service team via the contact details stated in the Mobile App or at support@myboost.com.my. In addition, if you have any complaints (which we may not have responded to) you may also contact Bank Negara Malaysia via bnmtelelink@bnm.gov.my.

Security

Boost treats the security of your Account with utmost priority and to this end, we use a variety of security measures to make sure that your Account is secure. However, it is your responsibility to ensure that your Account is kept safe from unauthorized access and attempts to use it for fraudulent purposes at all times. You must ensure that you do not share access of your Account with any person other than yourself and keep your login details safe. It is your responsibility to keep your Account secure and be responsible for Transactions carried out using your Account. You should never conduct any Transactions on behalf of any third parties or allow any other individual to conduct a Transaction on your behalf. You should never use the Mobile App or submit any Transactions on a 'jailbroken', 'rooted' or otherwise modified device. In addition, you must only download or use the Mobile App on mobile devices installed with the latest and most secured operating system(s) available for the mobile device. If you find or suspect any unauthorized use of your Account or any other security breach, you must notify us immediately using any of the contact methods provided above so that we can take all the necessary steps to prevent further unauthorized use.

Where you have notified us, or we reasonably believe that your Account has been compromised, we may stop, block or suspend your access to and use of your Account and/or the Boost Beyond Card. We also have the right to disable or change any user name or password (if possible), whether chosen by you or provided by us to ensure the security of the Account, in our sole discretion. Note that any act or omission of Boost in relation to any steps to be taken as set out above does not make Boost liable to you for any loss or damage arising from the result of your failure to keep your Account secure and notifying us of the same.

If you believe that a Transaction was made without your authorization, you must contact us immediately. We will conduct an investigation and may provide refunds of unauthorized Transactions unless:

- you have acted fraudulently;
- you have intentionally or negligently compromised the security of your Account or failed to keep the details you use to access the Account secure; or
- otherwise due to termination by Boost due to Events of Default or due to suspicious, fraudulent, unusual, irregular or unauthorized activity.

If our investigations result in any special circumstances deviating from the above and affect the outcome of your liability and/or eligibility for a refund, we will notify you. Note that we have no responsibility towards you for any loss caused by unauthorized access



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prior to you notifying us. A charge may also be applied for any refund request if the unauthorised use, loss, theft or misuse of the Account was caused by your error, carelessness or negligence.

In cases where we have reason to believe that you have acted fraudulently, we may decide not to allow any refund to you, investigate the circumstances further or even forward the matter to the law enforcement authorities, including Bank Negara Malaysia. If an investigation (whether by us or the authorities) results in a finding of fraud by you, we may charge you for costs incurred by us in carrying out such investigation and further deduct these monies from your Account. If you think you have been or might be a victim of fraud, please contact us immediately.

We also regularly monitor the apps distribution platforms and will report fake mobile applications to the app distribution platforms for their further action to prevent such fake mobile applications from being made available for download by users. We also monitor sources identifying fake/phishing websites and will take the necessary action to report the same to the appropriate parties (overseeing or hosting these sites) for the same to be taken down in order to safeguard users from falling prey to scams or fraud sites guising as Boost's official website. In any event, users can validate the authenticity of the Mobile App through Apple's App Store and Google's Play Store, as the mobile application is signed by Boost. Notwithstanding, you must only download the Mobile App from either Apple's App Store or Google's Play Store or Huawei App Store. You must not download the Mobile App from any other app sites, websites or app forums as they will probably be fake or phishing sites which we do not authorize or approve to publish the Boost App.

Waiver

Our acceptance of any terms or payments or any waiver by us of our rights or any indulgence granted to you shall not operate to prevent us from enforcing any of our rights hereunder this Agreement nor shall such acceptance operate as consent to the modification of any of the terms of this Agreement in any respect nor shall such waiver of rights affect our other legal rights.

The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

Assignment

We shall be entitled at any time without your consent to assign the whole or any part of our rights or obligations under this Agreement with or without notice to you. This Agreement and/or Boost Beyond Card shall not be assigned by you to any other third party without our written consent.

Successors Bound



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This Agreement shall be binding upon and inure to the benefit of our respective successors in title and assigns provided that you may not assign your rights and obligations under this Agreement without our prior written consent.

Severability of Provisions

If any of the provisions of this Agreement becomes or is determined to be invalid, illegal, or unenforceable in any respect under any law, rule or regulation, the remaining terms of this Agreement shall not be affected, and all other provisions of this Agreement will still be valid and enforceable.

Governing Law and Jurisdiction

This Agreement shall be governed construed in accordance with the laws of Malaysia. You consent and agree to submit to the exclusive jurisdiction of the Courts of Malaysia concerning all matters arising out of or in connection with your use of the Boost Beyond Card under this Agreement.

Provision of Further Documents

You undertake to provide or execute such further documents as may be requested by us from time to time (if required).

Notification of Change in Personal Details

You should always ensure that you provide us with your most updated and current personal particulars and information, including your mailing and correspondence/permanent address, contact number, electronic mail address and other required details in order to ensure that your records with us are kept up to date, complete and accurate. If any information supplied by you changes during the course of your Boost Beyond Card account with us, you should notify us immediately to enable us to update your information in our records.

You shall promptly notify us in writing of any change in your mailing, permanent, correspondence or office address, electronic mail address or contact number. Failure to do so may result in either your Boost Beyond Card, information regarding the Boost Beyond Card or your PIN being sent to the wrong person or wrong address, or your transactions being declined at point-of-sale (POS). If this happens, we shall not be responsible or held liable for any resulting unauthorized use or misuse of value on your Boost Beyond Card.

Any notice given by us shall be deemed given to you if sent by electronic or postal mail to the last known mailing/correspondence address of you, the Boost Beyond Cardholder as shown on our records. Boost shall NOT accept any notification of addresses (business, office, residential or correspondence address) bearing a Post Box ("P.O. Box") number.



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Features and Benefits Renewable

In line with our commitment to upgrade the Boost Beyond Card's services and benefits we may review and revise any of the features and benefits appearing in our Mobile App or Website or listed in any brochures or communication materials printed by us from time to time.

Use of the Mobile App - Terms of Use

In addition to the foregoing terms and conditions, when you use our Mobile App or Website, the Terms of Use governing the Mobile App and the Website (if any) shall apply in addition to and not in substitution for any terms and conditions contained in this Agreement.

Language

In the event of any inconsistencies between this Agreement and its translation in any other language, the English language version of this Agreement shall supersede and prevail over any other language.