

# PETRON FLEET CARD APPLICATION FORM

Note: To expedite processing of your application, please attach photocopies of the following supporting documents:

**POSTPAID**



**PREPAID**



**PROPRIETOR/PARTNERSHIP**

1. Business Registration Certificate (Form E, B & D) / Trading License
2. Latest Audited Financial Statements
3. Latest 3 months Bank Statements
4. Latest 2 years LHDN Submission if deemed appropriate

**SDN BHD/BERHAD**

1. Form 9, 24 & 49 or Latest Company Registration Form
2. Latest Audited Financial Statements
3. Latest 3 months Bank Statements
4. Any other required documents deemed necessary

**PROPRIETOR/PARTNERSHIP**

Business Registration Certificate (Form E, Form B & D) / Trading License

**SDN BHD/BERHAD**

1. Form 9, 24 & 49
2. Any other required documents deemed necessary

**APPLICANTS DETAILS**

Company Legal Name: \_\_\_\_\_

Registered Office Address: \_\_\_\_\_

Mailing Address (if separate): \_\_\_\_\_

Company Name to be embossed on Fleet Card: (max of 26 characters) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Position: \_\_\_\_\_

Office No: \_\_\_\_\_ Fax No: \_\_\_\_\_ H/P No: \_\_\_\_\_

Email Address: \_\_\_\_\_ Type of Company:  Sole Proprietor  Partnership  Sdn Bhd  Berhad  Others

Date of Incorporation: \_\_\_\_\_ Nature of Business: \_\_\_\_\_ Company Registration No: \_\_\_\_\_

Fleet Card Type:  Single Card (cards will be issued for each vehicle)  Both (kindly specify in the Vehicle Details below)  
 Dual Card (cards will be issued for multiple vehicle with multiple drivers)

Billing Period:  Weekly  Twice a month  Monthly

Payment Method:  Online Transfer  Direct Debit (please fill in Direct Debit Authorisation form)  Cash Deposit Machine

Account Holder wishes to sign up for:  
**1. Privilege Miles Card**  
 Full Name: \_\_\_\_\_  
 IC No: \_\_\_\_\_ H/P No: \_\_\_\_\_

**2. Petron Fleet Card Web Portal**  Web Admin Email (if separate from email above) \_\_\_\_\_  
 E-statement is available at Petron Fleet Card Web Portal upon registration. Full terms and conditions are attached with this application form.

**VEHICLE DETAILS** (for additional vehicles and names, kindly submit with attachment)

Vehicle No.	Card Type (S/D)* Postpaid only	Model	Type	Petron					FUEL LIMITS (RM)**		VPR***
				Blaze 95	Blaze 97	Blaze 100	Diesel Max	Diesel Euro 5	Daily	Monthly	(Y/N)
Eg. ABC 1234		Proton	Car	✓					30	300	Y

\*S - Single Card or D - Dual Card      \*\*To be rounded to the nearest ten      \*\*\*VPR - Vehicle Performance Report

**SITE RESTRICTION**

1.	4.
2.	5.
3.	6.

**\*DRIVER DETAILS** (This section is only applicable to Dual Card applicants). Name to be embossed on the Driver Card (max of 16 characters)

1.	4.
2.	5.
3.	6.

I/We confirm that all the information given by me/us in this Petron Fleet Card application form as well as the supporting documents is correct to the best of my/our knowledge. I/We hereby authorize Petron Fuel International Sdn Bhd to check our credit and activities prior to approval, I/We also agree to be bound by Petron Fuel International Sdn Bhd Fleet Card Terms and Conditions which is attached with this application form and have read and understood to contents. I/We acknowledge the Petron Fuel International Sdn Bhd will not return any documents pertaining to the application should the application be unsuccessful.

Company Stamp

Director's Signature: \_\_\_\_\_ Director/Authorised Signatory: \_\_\_\_\_  
 Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_ Designation: \_\_\_\_\_

**FOR PETRON FUEL INTERNATIONAL SDN BHD USE ONLY**

Credit Limit/Terms: \_\_\_\_\_ Bank Account No: \_\_\_\_\_ Sales Territory: \_\_\_\_\_  
 Cash Deposit/BG: \_\_\_\_\_ Branch: \_\_\_\_\_ Industry: \_\_\_\_\_  
 Company's Banker: \_\_\_\_\_ State: \_\_\_\_\_

Entered by: \_\_\_\_\_ Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_



- 6.2.2 for all Fleet Card transaction incurred after the date of Petron's receipt of written notification of such loss or theft and subject to the successful blocking of the card, the Cardholder shall have no liability PROVIDED ALWAYS THAT if the loss or theft of the Fleet Card is the result of any breach or default of the Agreement by the Cardholder and/or the Authorised User, the Cardholder shall be fully liable for all Charges incurred against the said Fleet Card.
- 6.3 In the event the PIN is lost and/or misplaced and/or compromised, the Cardholder shall notify Petron immediately via Written Notification. Upon receipt of such notification, Petron shall re-issue another PIN number from such notification.
- 6.4 In the event the Fleet Card is lost or stolen, the Cardholder shall immediately give verbal notification to Petron upon the discovery of such loss or theft to be followed immediately by a Written Notification. If Cardholder fails to give the above Written Notification, the Cardholder shall be liable for all purchases obtained through the use of and charges to the Fleet Card. For the purpose of this Clause, proof of transmission or postage is not proof of receipt by or delivery to (as the case may be) Petron. Upon receipt of the Written Notification by Petron, it shall issue a replacement Fleet Card and invalidate the lost or stolen Fleet Card. If any lost or stolen Fleet Card(s) is subsequently retrieved, the Cardholder shall destroy the invalidated Fleet Card.
- 6.5 The following security steps shall be adhered to by the Cardholder and/or Authorised User to prevent any fraudulent Fleet Card transactions;
- 6.5.1 The PIN shall not be written, printed or indicated in any manner on the card.
- 6.5.2 The PIN shall be keyed in personally by the Authorised User at the Authorised Reseller and not by any other party.
- 6.5.3 Adhering to such other security measures that Petron may issue from time to time.  
Cardholder also has the sole responsibility to monitor the use of the Fleet Card and if they perceive any unusual transaction, to inform Petron immediately. Petron has the absolute discretion to consider any request for payment waivers which may include a total rejection. Petron is not responsible to monitor the account and to report to the Cardholder any unusual pattern of transactions.
- 6.6 In granting the request from Cardholder for a replacement Fleet Card, either due to theft, loss or damage, Petron reserves the right to charge the Cardholder a replacement fee of RM10 per Fleet Card or any other amount deemed appropriate.

## 7. PETRON FLEET CARD WEB PORTAL

- 7.1 For those Cardholders that have signed up for Petron Fleet Card Web Portal:
- 7.1.1 e-Invoices shall be displayed online at a designated website and Cardholder may view, download or print and accepts it as an official invoice from Petron, in addition to or in place of any other agreed means of invoice delivery. For Cardholders that have not opted for e-Invoicing, Petron shall have the discretion to impose a fee for any hardcopy issued by Petron.
- 7.1.2 e-Statement shall be delivered to Cardholder electronically to an email address as nominated in the Petron Fleet Card Web Portal application form.
- 7.1.3 Petron has the discretion to discontinue issuance of hardcopy of statements.
- 7.2 Petron may archive the invoices electronically or have them archived electronically by its nominated third-party contractor.
- 7.3 The Cardholder is aware that advanced electronic signatures, in line with country legislation, are used to protect the integrity of all Fleet Card e-invoices.

## 8. GOVERNMENT FUEL SUBSIDY

- 8.1 It is the Cardholder's sole responsibility to review the statements received from Petron to determine whether the subsidy they are entitled to have been correctly credited to the Cardholder's account, allocated or provided for. Claims for subsidies not correctly credited allocated or provided for must be made immediately but in any case not later than 30 days from the date of the statements.
- 8.2 In the event that Petron has over credited the Cardholder in subsidy entitlement, the Cardholder shall reimburse Petron the amount over credited upon request by Petron.
- 8.3 In the event of a restructure in the Government subsidy programme, Petron reserves the right in its sole discretion to alter and revise these terms and conditions.
- 8.4 In the event of a late delivery of the Fleet Card and/or PIN, no claims shall be entertained for any loss of subsidy during the mailing or delivery period.
- 8.5 All applications for Fleet Card which are eligible for Government fuel subsidy are subject to the approval of the Government and it is the Cardholder's sole responsibility to resolve any issues between the Cardholder and the Government, in relation to the application being rejected or cancelled or the fuel quota being revised by the Government.
- 8.6 Should the Government for any reason whatsoever rejects the reimbursement to Petron of any subsidy attributable to the Cardholder, the Cardholder shall indemnify and reimburse Petron the full amount of such rejected subsidy claims upon request by Petron.
- 8.7 In the event of Account termination, Petron reserves the right to withhold the subsidy quota letter of the Cardholder, if any, until such time where all outstanding payments due to Petron are fully settled.
- 8.8 Petron reserves the right to pursue with Cardholder for subsidy entitlement lodged with Petron by the Cardholder that may belong to a separate legal entity in the event the subsidy claim is rejected by the Government.

## 9. GOODS AND SERVICES TAX

- 9.1 Where Goods and Services Tax ("GST") is introduced by the Government and is applicable to any supplies made by Petron under this agreement, Petron is entitled to charge GST on the payment of the supply. The consideration for such supply will be increased by an amount calculated as follows:
- A x R  
Where:  
A is the amount of consideration payable for the supply; and  
R is the applicable rate of GST
- 9.2 If Petron is liable for GST as contemplated by 9.1 then:
- 9.2.1 Petron shall:
- 9.2.1.1 provide to Cardholder information that may be reasonably required to establish its liability for GST; and
- 9.2.1.2 do such things and provide such information and documents as may reasonably be required by the Cardholder to enable the Cardholder to claim an input tax credit under the GST law; and
- (b) where a taxable supply has been made and consideration charged but the applicable GST has not been charged, the increase in the consideration required by paragraph 9.2.1 shall be paid by the Cardholder upon the provision of a tax invoice by Petron in accordance with the GST law.

## 10. TERMINATION AND SUSPENSION

- 10.1 This Agreement or the Account or any Fleet Card(s) issued pursuant to this Agreement may be terminated or cancelled as follows:-
- 10.1.1 by Petron;
- 10.1.1.1 immediately at any time without prior notice in the event of any breach of the provisions of this Agreement by the Cardholder and/or any Authorised User;
- 10.1.1.2 by giving the Cardholder prior written notice of termination or cancellation without assigning any reasons therefore; or
- 10.1.1.3 in the event of inactivity of the Fleet Card account for a consecutive period of 6 months or more;
- 10.1.2 by the Cardholder:-
- 10.1.3 by giving Petron fourteen (14) days prior written notice subject to Clause 10.2 below.
- 10.2 The Cardholder shall remain liable for all Charges incurred on any Fleet Card after such termination or cancellation or request of cancellation of the Agreement and/or Account and/or Fleet Card(s). All charges incurred on the Fleet Cards up to and including the said effective date of termination or cancellation shall be settled in full.
- 10.3 If this Agreement and/or Account and/or Fleet Card shall, for any reasons whatsoever, be terminated or cancelled in accordance with the provisions of this Agreement, the Cardholder shall be responsible to obtain from the Authorised User and return to Petron each cancelled Fleet Card. The Cardholder agrees to indemnify and hold Petron harmless for any losses, damages or liabilities arising from a claim against Petron for the termination or cancellation of a Fleet Card.
- 10.4 No termination or cancellation in accordance with this Agreement shall affect the Cardholder's obligation and liability to effect full payment for any purchases of fuels charged to any Fleet Card(s) or otherwise prescribed in this Agreement.
- 10.5 The termination or cancellation in accordance with the provisions of this Agreement shall be without prejudice to Petron's rights in respect of any antecedent breach of the agreement and stipulation herein contained.
- 10.6 In the event of termination or cancellation of this Agreement and/or Account, Petron has the right to withhold any security until such time that all outstanding amount has been settled in full.

## 11. TERM OF AGREEMENT

- 11.1 The Cardholder acknowledges and agrees that each of the Fleet Card issued under this Agreement is and shall remain, throughout the term of this Agreement, the property of Petron.
- 11.2 The Cardholder may only use the Fleet Card issued under this Agreement up to and including the expiry date embossed on the Fleet Card. No purchases shall be made using a Fleet Card which has been cancelled, terminated or have expired. Any such purchases shall be the sole responsibility of the Cardholder.
- 11.3 Petron may, at any time without prior notice and at its sole discretion, review or revoke the Cardholder's right to use Fleet Card in its entirety or in respect of a particular transaction or in respect of the Credit Period or any other material aspect of the Fleet Card.
- 11.4 Petron may from time to time review Cardholder's financial position or Cardholder's compliance of the terms and conditions of the agreement and based on those findings, Petron may in its sole and absolute discretion

take any or all (but not limited to) the following actions;

- 11.4.1 Request further access to the Cardholder's financial positions.
- 11.4.2 Modify, deny or withdraw any credit limits extended to Cardholder.
- 11.4.3 Require Cardholder to provide Security for an amount and upon such format determined by Petron.
- 11.4.4 Revise the payment terms.
- 11.4.5 Revise the payment methods.
- 11.4.6 Suspend or terminate usage of the Fleet Cards.
- 11.4.7 Demanding that payments that are payable on or before the due date to be paid immediately.
- 11.5 The Cardholder acknowledges that credit is a privilege and not a right. Petron may, in its sole discretion:
- 11.5.1 revoke credit limit,
- 11.5.2 modify any and all terms and condition of credit limit and/or
- 11.5.3 require payment in advance.
- 11.6 Petron may accomplish any or all of the foregoing at any time, in its sole discretion, by giving notice to the Cardholder, which notice may be provided by mail, email or by any other means specified in this Agreement and which shall be effective from the date of such notice unless otherwise specified by Petron.
- 11.7 Petron, may, at any time and from time to time, amend any of the terms and conditions of this Agreement which shall take effect on a date to be determined by Petron. Petron shall give written notice to the Cardholder of the amendments and the Cardholder shall be deemed to have accepted and agreed to such amendments without reservation. If Cardholder disagrees with the amendments, the Cardholder shall give written notification to Petron to terminate the Fleet Card account provided that the Cardholder shall be bound by the amended terms and conditions in respect of any transactions effected by Cardholder prior to the invalidation of the Fleet Card by Petron.

## 12. ASSIGNMENT

- 12.1 The Cardholder shall not have the right to assign, transfer or delegate any or all of its rights or obligations hereunder and any purported assignment, transfer or delegation shall be null and void. Petron may freely assign any or all of its rights, titles and interests (including without limitation any claims or right to receive payment of any monies hereunder) in or contemplated under this Agreement.

## 13. WAIVER

- 13.1 Petron may, at any time and from time to time, at its sole discretion, waive either unconditionally or on such terms and conditions as it may deem fit, any breach by the Cardholder and/or the Authorised User(s) of any terms and conditions herein contained and any modification thereof but without prejudice to its rights and remedies for enforcement thereof, PROVIDED ALWAYS THAT:
- 13.1.1 no neglect or forbearance of Petron to require and enforce payment of any monies hereunder or the performance and observance of any terms and conditions herein contained, nor any time which may be given to the Cardholder shall in any way prejudice or affect any of the rights, powers or remedies of Petron at any time thereafter to act strictly in accordance with the provisions thereof, and
- 13.1.2 no such waiver of any such breach as aforesaid shall prejudice the rights of Petron in respect of similar breach or any other or subsequent breach of any of the terms or conditions aforesaid.

## 14. DATA PROTECTION

- 14.1 For purposes of this Clause 14, the term "Personal Data" means any information relating to an identified or identifiable individual ("Data Subject") that is provided or made available to Petron or its duly authorised agent by Cardholder, or its employee, in connection with this Agreement. The term "Process" means any and all collection, storage, dissemination, retrieval, destruction or use of Personal Data by Petron or its duly authorised agent.
- 14.2 Cardholder acknowledges that Personal Data, if any, is provided or made available to Petron or its duly authorised agent for the purpose of enabling Petron to perform its obligations under this Agreement, and under no circumstances will Personal Data become the property of Petron.
- 14.3 Petron further agrees and undertakes:
- 14.3.1 to comply with the requirements of all applicable data protection laws and regulations in Malaysia; and
- 14.3.2 to maintain technical and organisational processes and procedures that ensure a level of security appropriate to the risks represented by the processing and the nature of the Personal Data to be protected, and
- 14.3.3 to safeguard all Personal Data received from the Cardholder from and against any accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.
- 14.4 Cardholder is required to access and read Petron's notice to its customers in compliance with the requirements of the Personal Data Protection Act 2010 which is made available at:  
<http://www.petron.com.my/web/Media/uploads/47e5c3fe71954d56569f08acd0b94c16.pdf>

## 15. DISCLOSURE OF INFORMATION

- 15.1 The Cardholder hereby authorises Petron to disclose, to any third party including its agents and affiliates, any information furnished by the Cardholder or its employee to Petron at any time during the period of this Agreement and any information in respect of the use of the Fleet Card, for the purpose of performing its obligations under this Agreement.

## 16. OTHER TERMS AND CONDITIONS

- 16.1 This Agreement shall constitute the entire rights and obligations of Petron, the Cardholder and the Authorised User(s) with respect to the subject matter hereof and shall supercede any prior negotiations, representations or agreements, either oral or written, related to the subject matter hereof.
- 16.2 In case any provision in this Agreement shall be, or at any time shall become invalid, illegal or enforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of this Agreement.
- 16.3 This Agreement and all matters arising out of the issuance and use of the Fleet Cards shall be governed by the laws of Malaysia and the parties shall also submit themselves to the jurisdiction of the Malaysian Courts.
- 16.4 In this Agreement, unless there is something in the subject or context inconsistent herewith, words importing the singular shall include the plural meaning and vice versa, words importing the masculine gender shall include the feminine and neuter genders and words importing persons include corporation, partnership and sole proprietors.
- 16.5 This Agreement shall be binding upon the parties hereto, their respective heirs, personal representative, assigns and successors-in-title.
- 16.6 The Cardholder is requested to establish and maintain precaution in order to prevent the Authorised User, any employees, agents or representatives from making, receiving, providing or offering substantial monies, gifts, entertainment, payments, loans or other consideration to Petron's employees, Authorised Reseller, agents or representatives for the purpose of influencing those persons to act contrary to Petron's best interest. This obligation shall apply to the activities of any one or more of your employees and/or contractors in their relations with any one or more of Petron's employees and/or their families and/or third parties arising from this Fleet Card Account.

# PREPAID FLEET CARD

## TERMS AND CONDITIONS

### 1. DEFINITIONS

In addition to the terms defined in the Prepaid Card overleaf, as used herein, the following terms shall have the following meanings:

- “**Account**” means the Prepaid Card Account described and established in this Agreement.
- “**Agreement**” means an agreement between Petron and the Cardholder governing the Account established in the name of the Cardholder in respect of any purchase and/or charge to the Prepaid Cards for fuels and the use of the Prepaid Cards by the Cardholder and/or the Authorised Users subject to the terms and conditions herein.
- “**Authorised Reseller**” means operators of participating Petron branded service station accepting the Prepaid Card for purchases of fuels.
- “**Authorised Signatory**” means the person who is authorised to complete and sign the Prepaid Card Application Form and the Prepaid Card for and on behalf of the Cardholder.
- “**Authorised User**” means a person designated in writing by the Cardholder in the Prepaid Card Application Form to have the authority to use the Prepaid Card bearing the registration number of a Listed Vehicle.
- “**Business Day**” means a day other than a Saturday, Sunday, public holiday or an off day declared by Petron
- “**Cardholder**” means the entity whose name and address appear on the Prepaid Card Application Form, being the party contracting with Petron hereunder.
- “**Charges**” means all amounts charged to each of the Prepaid Card, or other amounts due and payable to Petron hereunder and all other costs, fees or expenses (including without limitation, legal fees on a full indemnity basis) incurred by Petron in the recovery of or in relation to or in connection with any of such amounts, charges, costs, fees or expenses payable hereunder.
- “**Dual Card**” system means a system of using the Vehicle Card and Driver Card together to complete a transaction to purchase fuels at the Authorised Reseller.
- “**Electronic Data Capture at Point-of-Sale**” (“**EDC Pos**”) means any computerised electronic data capture terminal which is located at the Petron branded service stations to facilitate purchases made using the Prepaid Card.
- “**Fuels**” means available Petron Blaze 95 (RON95), Petron Blaze 97 (RON97), Petron Blaze 100 (RON100) and Petron Diesel Max, (and others as Petron may advise from time to time) offered for sale by an Authorised Reseller, for which purchases may be charged to the Prepaid Card.
- “**Fuel Limits**” means the amount stipulated by the Cardholder on the Vehicle Details Attachment as being the maximum amount chargeable at any one time either daily limit or monthly limit or for any one transaction to the Prepaid Card issued for a Listed Vehicle, which amount shall be subject to Petron’s approval.
- “**Listed Vehicle**” means a vehicle authorised by the Cardholder to which a Prepaid Card has been designated and the vehicle registration number of which appears on the Prepaid Card.
- “**Master Card**” means a card with alphanumeric characters not exceeding 10 digits chosen by the Cardholder in his Vehicle Details Attachment and accepted by Petron, and embossed on a Prepaid Card in lieu of a vehicle registration number.
- “**Notification of Loss**” means a notice in writing by the Cardholder and/or Authorised User on company letterhead with company stamp and authorised signatory sent via fax or by electronic means such as email or Petron Prepaid Card Web Portal by the Cardholder to Petron reporting the loss or theft of a Prepaid Card pursuant to Clause 7.4 below.
- “**Petron Prepaid Card Web Portal**” means an electronic mode of managing the Cardholder’s account via a secured web portal whereby selective account information will be displayed upon successful username and password login as well as communication via electronic means between Cardholder and Petron or its nominated 3rd party contractor.
- “**PIN**” means a Personal Identification Number allocated by Petron to the Cardholder to enable the Cardholder to make purchases of fuels from the Authorised Reseller without having to sign or endorse the Prepaid Card Sales Draft or receipt. However, in any case, Petron or Authorised Reseller reserves the right to request the Cardholder or Authorised User to sign or endorse the Prepaid Card Sales Draft at any time deemed necessary.
- “**Prepaid Card**” means a card issued by Petron pursuant to this Agreement bearing the registration number of a Prepaid Card or a Master Card. A PIN will be allocated to the Prepaid Card.
- “**Prepaid Card Receipt**” means a manual, machine print-out and/or electronically printed receipt issued by Petron or the Authorised Reseller at the time of purchase and charge of fuels to the Prepaid Card.
- “**Prepaid Driver Card**” means a card issued to the Cardholder and to be used with a valid Vehicle Card in the Dual Card system. A PIN is allocated to the Driver Card. The Driver Card shall be embossed with the name of the Cardholder and Authorised User Driver, the Card number and the expiry date.
- “**Reload**” shall mean the adding monetary value to the Prepaid Card Account
- “**Replacement Prepaid Card**” means a Prepaid Card specially issued in case of loss, theft or mutilation in accordance with Clause 7.4 hereof or, in the case of surrender of a Prepaid Card in accordance with Clause 12.1 hereof, as applicable.
- “**Sales Draft**” means a receipt issued by Petron or by the Authorised Reseller at the time of the purchase and charge of the fuels to the Prepaid Card.
- “**Vehicle Card**” means a card issued to the Cardholder which is registered to a particular vehicle and to be used individually or together with a valid Driver Card in a Dual Card system to purchase fuels from the Authorised Reseller. The Vehicle Card shall be embossed with the name of the Cardholder, the vehicle registration number (except for Dual Card system), the Card number and the expiry date.
- “**Vehicle Details Attachment**” means the attachment to the Prepaid Card Application Form completed by the Cardholder and containing the particulars of each of the Listed Vehicles to be issued with a Prepaid pursuant to this Agreement.
- “**Written Notification**” or any other “**Notification**” means a notice in writing by the Cardholder on company letterhead with company stamp and Authorised Signatory, sent to Petron via mail, courier, fax or electronic means to the attention of: **Petron Fleet Card Centre (“PFCC”), Post Office Box No. 225, Jalan Kelang Lama, 58700 Kuala Lumpur.** Fax No : **03 2281 6699.** Email : **customer@petronfleetcard.com.my**

### 2. CARD ACCOUNT

- 2.1 The Agreement shall commence on the date of Petron’s approval and endorsement of the Cardholder’s Prepaid Card Application Form and shall continue until terminated or cancelled in accordance with the provisions of this Agreement as stipulated in Clause 12.1.
- 2.2 The Cardholder agrees to:
- 2.2.1 be bound by the terms and conditions of this Agreement and shall be responsible for the Prepaid Cards issued by Petron on the Cardholder’s Account and shall ensure that the Authorised Users comply with the terms and conditions of this Agreement.
- 2.2.2 provide Petron with credit and other relevant information regarding the Cardholder and consent for Petron to obtain credit and other relevant information regarding the Cardholder from any bank or other financial institution, commercial or other entity.
- 2.2.3 provide complete and reliable financial statements (audited if available) and related information in a timely manner.
- 2.3 The Cardholder or the Authorised Signatory shall sign (if available) the Prepaid Cards immediately upon receipt thereof. If Petron allocates a PIN to the Prepaid Card, he shall destroy the slip advising him of his PIN number immediately upon receipt and keep any records separate from the Prepaid Card. The Cardholder shall check and verify all particulars stated there under. Any discrepancies must be reported to Petron within fourteen (14) days of receipt of the Prepaid Card or PIN.
- 2.4 If the Authorised User is a person who is in possession of the PIN, which is allocated to the Prepaid Card, then he is not required to sign or endorse the Prepaid Card Sales Draft or receipt. However, in any case, Petron or Authorised Reseller reserves the right to request the Cardholder or Authorised User to sign or endorse the Prepaid Card Sales Draft or receipt at any time deemed necessary and/or to insist other documentation for identity verification purposes.
- 2.5 The Prepaid Card enables the Authorised Users to purchase fuels from any Authorised Reseller and to charge such purchases to the Prepaid Card PROVIDED ALWAYS THAT Petron shall not, under any circumstances or in any way whatsoever be bound to ensure the availability or provision of the fuels or be liable in the event of such non availability or non-provision thereof and PROVIDED FURTHER THAT any purchase tax, customs excise and/or other levies or duties imposed or levied by any governmental authority or body whether imposed before or after the date of any purchase and charge of the fuels to the Prepaid Cards shall be for the Cardholder’s account.
- 2.6 The Prepaid Card can only be used to purchase fuel and cannot be used to purchase mart items including lubricants.
- 2.7 The Authorised User shall be the only person with authority to use the Prepaid Card and it bearing the registration number of the Listed Vehicle, then for use only in relation to such Listed Vehicle. The Cardholder and Authorised User hereby acknowledge and agree that in the event the Card Reader at the Pump (CRIND) is not available for any reason whatsoever, then the Authorised Reseller shall be required to verify the limit and/or status of the Prepaid Card prior to authorising any purchase to be made. In this respect, Cardholder undertakes to cause the Authorised User to co-operate with the Authorised Reseller.
- 2.8 The Prepaid Card will be suspended from further use if an incorrect PIN is entered. It is the Cardholder’s responsibility to ensure the correct PIN is used for the corresponding Prepaid Card when making a transaction at an Authorised Reseller.
- 2.9 The aggregate amount chargeable at any one time or in any one transaction to the Prepaid Card in respect of a Listed Vehicle shall not exceed the Fuel Limits applicable to the said Listed Vehicle. In the event the Prepaid Card has reached and/or exceeded its Fuel Limits, the system will reject the said Prepaid Card and payment will not be able to be affected, whether in full or partial and the transaction will not be recorded as a Prepaid Card transaction. Accordingly, the Cardholder shall have to settle the payment directly with the service station.
- 2.10 If Cardholder opts for the Dual Card system, the Cardholder or Authorised User must present both the Driver Card and the Vehicle Card to complete a transaction at an Authorised Reseller to purchase fuel.
- 2.11 The Prepaid Card shall be mailed or delivered to the Cardholder and is expected to take at least three (3) weeks to arrive.
- 2.12 Petron shall not, under any circumstances or in any way whatsoever, be liable or responsible for:
- 2.12.1 any act or omission of any Authorised Reseller including the refusal by or failure of any Authorised Reseller to honour the Prepaid Card or for any PIN refusal or rejection by EDC Pos terminal for any reasons whatsoever or for any loss or damage arising from the manner of acceptance of the Prepaid Card, or for any

defects or deficiency in or complaints relating to the fuels or for any other disputes or claims the Cardholder and/or Authorised User may have with or against an Authorised Reseller.

- 2.12.2 any loss or damage suffered by the Cardholder in respect of any statement, communication or implication relating to or arising from any revocation, suspension or restriction of the use of the Prepaid Card.
- 2.12.3 any special, incidental, consequential, exemplary or punitive damages.
- 2.12.4 any dispute or claim that the Cardholders and/or Authorised User may have with or against the Authorised Reseller shall not affect the obligations of the Cardholder and the Authorised User under this Agreement.
- 2.12.5 any transactions for purchases of fuel (whether such transaction are disputed by the Cardholder for whatever reasons) unless Petron in its sole and absolute discretion agrees to waive payment.

### 3. CARDHOLDER’S INFORMATION

- 3.1 In the event of any change of the Authorised Signatory of the Cardholder or any other material changes of the particulars of the Cardholder such as address or contact details, the Cardholder shall notify Petron via a Written Notification of such change.
- 3.2 The Authorised Reseller shall have the right, but shall not be required to verify the registration number of the Listed Vehicle appearing on any Prepaid Card and/or that the purchases charged to the Prepaid Card relating to or are for the benefit of the Listed Vehicle which registration number appears on the said Prepaid Card and/or the identity and/or the authority of a person purchasing or holding himself out to be an Authorised User even if the Prepaid Card tendered by such person appears to be in order and the Cardholder or the Authorised User as the case may be shall tender his full cooperation. In the event of refusal, the Authorised Reseller shall be entitled to reject the use of the said Prepaid Card for any charge.
- 3.3 The Cardholder shall be responsible for and shall ensure that the Sales Draft or the Prepaid Card Receipt, as the case may be, accurately reflects any and all purchases charged to the Prepaid Card. In the absence of manifest error, the Sales Drafts and the Prepaid Card Receipt, as the case may be shall be deemed as conclusive and binding upon the Cardholder and the Authorised User for all purposes of this Agreement. In the event the Prepaid Card Receipt and/or the Sales Drafts are misplaced, damaged and/or lost, the Cardholder shall be responsible for the same and no request to Petron for copies thereof shall be entertained.

### 4. LIABILITY OF CARDHOLDERS

- 4.1 Pending the receipt by Petron of the notification of changes in Clause 3.1, the Cardholder shall continue to be liable to pay for all charges incurred on use of the Prepaid Cards.
- 4.2 Upon receipt of any Prepaid Cards from Petron either by ordinary mail or by courier, the Cardholder may return the original mailing slip (if available) duly acknowledged to Petron. Notwithstanding that the mailing slip may have been returned or not, the Cardholder shall be liable for all charges to the said Prepaid Card. The first use of the Prepaid Card shall constitute conclusive evidence that the Cardholder agrees to be bound by the terms and conditions of this Agreement.
- 4.3 The Cardholder may, at any time and from time to time give Petron thirty (30) days’ prior notice in writing to amend the Fuel Limits, which amended amount, shall be subject to Petron’s approval. The amended Fuel Limits shall take effect on the date immediately following the date of Petron’s approval. The Cardholder shall be responsible for and shall ensure that the Fuel Limits are appropriate. Petron reserves the right to request for any security as a precondition for amending the Fuel Limits.
- 4.4 The Cardholder represents and warrants the accuracy of the details furnished in the Prepaid Card Application Form, notices and other information furnished or required to be furnished to Petron from time to time, including without limitation, the particulars of the Listed Vehicles in the Vehicle Details Attachment and of the Authorised Users in the Prepaid Card Application Form. Any changes arising thereto must be reported to Petron in writing.
- 4.5 The Cardholder shall be responsible and shall pay in full for any and all purchases of fuels charged to the Prepaid Cards notwithstanding that vehicle is no longer a Listed Vehicle or an Authorised User is no longer so authorised or that the Charges were incurred by a person who was not, at the time of the purchase and charge, an Authorised User that the purchase and charge was not incurred in respect of the fuels nominated for a particular Listed Vehicle or of any Listed Vehicle or any disputes or discrepancies related to the Vehicle Profiles function.
- 4.6 When Cardholder purchases fuel using the Prepaid Card, the Cardholder is deemed to represent to Petron that the Cardholder is solvent and able to pay for such purchases.
- 4.7 The Cardholder shall indemnify and keep Petron at all times indemnified against any and all claims, losses, damages, actions, demands, penalties, fines, costs or expenses (including without limitation, legal fees on a full indemnity basis) of any nature whatsoever and howsoever arising, which Petron may incur, sustain or suffer arising out of or relating to or in connection with the issuance of the Prepaid Card to the Cardholder or the use of the Prepaid Card by the Cardholder and/or Authorised User for the purchase of fuels in the event of any fraud or non-compliance of any applicable laws and regulations of Malaysia by Cardholder or its Authorised User.

### 5. MANNER OF USE

- 5.1 To effect a purchase using the Prepaid Card from any Authorized Reseller, the Cardholder must sign on a receipt prepared by the Authorised Reseller with the use of the Prepaid Card, but the signature shall not be a condition precedent to the liability of the Cardholder in respect of the purchase transaction;
- 5.2 Notwithstanding the provisions set out in Clause 5.1 above, the Cardholder hereby expressly authorizes Petron to charge his/her Prepaid Card Account with any payments made to the Authorized Reseller which had not been signed by the Cardholder, if Petron is of the view, upon satisfactory documentary evidence, that the omission is due to an oversight on the part of the Cardholder and/or the Authorized Reseller or if the Authorized Reseller has undercharged the Cardholder.
- 5.3 The Cardholder shall comply with all requirements, directions, instructions and guidelines for use of the Prepaid Card as communicated to the Cardholder from time to time.
- 5.4 a) Petron shall be entitled to treat its record of transaction effected by the use of the Prepaid Card including but not limited to transaction effected via mail order or telephone as evidence of a debt properly incurred by the Cardholder to be debited to the Prepaid Card Account of the Cardholder. The Cardholder agrees that the record of Petron of any transaction effected by the use of the Prepaid Card shall be conclusive and binding on the Cardholder for all purposes; and
- b) The Cardholder shall be liable for all charges whatsoever arising from all transactions, effected with the Prepaid Card.
- 5.5 Notwithstanding Clause 5.1 above, a purchase may also be effected by providing the Authorized Reseller the Prepaid Card number together with such other particulars as may be recorded on the Prepaid Card and without the requirement of the Cardholder’s signature as in the case of purchases made at specific Point of Sales Terminals including but not limited to transactions at petrol kiosks and/or through such other modes that may be introduced/implemented by Petron as and when Petron may in its absolute discretion from time to time.
- 5.6 Notwithstanding any other provisions to the contrary herein set out, Petron may at its sole and absolute discretion at any point of time with or without notice decide to cancel, revoke, suspend or restrict the use of the Prepaid Card or suspend or restrict the use of Prepaid Card by the Cardholder upon the occurrence of any one of the following events:
- a) Use of the Prepaid Card to pay for any illegal purchases; or
- b) Use of the Prepaid Card to pay for any unlawful transactions; or
- c) Use of the Prepaid Card to purchase goods and services that will be resold i.e. not for personal use of the Cardholder.
- 5.7 Pre-authorization hold applies when the Cardholder uses the Prepaid Card at Petron’s outdoor payment terminals for the purchase of fuel. This involves a process in which Petron’s systems automatically blocks a pre-authorized amount of lowest available account balance or card limit. This pre-authorized amount will be automatically released within three (3) calendar days, or once Petron petrol kiosk claims for the actual purchase value from Petron, whichever date is earlier. Cardholder can use the “Pre-set” function on the outdoor payment terminal to limit to a lower pre-authorized amount, for instance, RM20, so that lesser amount is being held to avoid insufficient account balance.

### 6. REFUND OF FUNDS OF THE PREPAID TRANSACTIONS

- 6.1 Refunding Transactions
- 6.1.1 The Cardholder may claim a refund in relation to Prepaid transactions where:
- (a) the transaction was not authorized under this Agreement;
- (b) a pre-authorized transaction did not specify the actual amount at the time of its authorization and the amount charged by a supplier was more than the Cardholder or an additional Prepaid Cardholder could reasonably have expected taking into account normal spending pattern of the Prepaid Card or the circumstances of the transaction.
- 6.1.2 A claim for a refund in the circumstances set out above will not be accepted if the amount of the transaction was made available to the Cardholder at least four (4) weeks before the transaction date or it is made more than eight (8) weeks after being debited to the Cardholder’s account.
- 6.1.3 Petron will send a cheque being the refund sum to the Cardholder’s last known address as notified. However, to enable Petron to comply with the required legal obligations, the Cardholder shall be required to provide Petron with certain information before the refund request could be processed.
7. LOSS OF CARD, DISCLOSURE OF PIN, FRAUD AND PREVENTIVE MEASURES
- 7.1 The Cardholder undertakes and agrees with Petron that it shall at all times during the term of this Agreement observe and perform, and shall ensure that the Authorised Users shall at all times during the term of this Agreement observe and perform, all the terms and conditions set out in this Agreement, including without limitation, the following:
- 7.1.1 to take all reasonable care and precaution to prevent the loss, theft and mutilation of any Prepaid Cards;
- 7.1.2 to comply with all requirements, directions, instructions and measures as may be issued by Petron from time to time in respect of the Prepaid Card and/or PIN issued;
- 7.1.3 not to reveal the PIN of the Prepaid Card bearing the registration number of a Listed Vehicle to any person other than the Authorised User;
- 7.1.4 to reimburse Petron all costs and expenses (including without limitation, legal fees) that Petron may pay, incur or sustain in relation to any action taken to enforce the terms and conditions of this Agreement;
- 7.1.5 to immediately inform Petron if the Cardholder suspects that a Prepaid Card is being used without its authorisation; and
- 7.1.6 to promptly inform Petron of any changes of its address and that of its Authorised Users.
- 7.2 The Cardholder shall immediately notify Petron (Attention: PFCC) of the loss or theft of any Prepaid Cards or the disclosure of the Cardholder’s PIN to any unauthorised person and the Cardholder’s liability for all purchases obtained through the use of and charged to the said Prepaid Card shall be as follows:
- 7.2.1 for all Prepaid Card transactions incurred prior to the successful blocking of the said card upon the timely notification of the date of loss or theft, the Cardholder shall be fully liable for all Charges; and after receipt of notification by Petron of the loss or theft, the Cardholder’s liability shall be limited to the Fuel Limits applicable to the Listed Vehicle in question;
- 7.2.2 for all Prepaid Card transactions incurred after the date of Petron’s receipt of written notification of such loss or theft and subject to the successful blocking of the card, the Cardholder shall have no liability PROVIDED ALWAYS THAT if the loss or theft of the Prepaid Card is the result of any breach or default of the Agreement by the Cardholder and/or the Authorised User, the Cardholder shall be fully liable for all Charges incurred against the said Prepaid Card.

7.3 In the event the PIN is lost and/or misplaced and/or compromised, the Cardholder shall notify Petron immediately via Written Notification. Upon receipt of such notification, Petron shall re-issue another PIN number from such notification.

7.4 In the event the Prepaid Card is lost or stolen, the Cardholder shall immediately give verbal notification to Petron upon the discovery of such loss or theft to be followed immediately by a Written Notification. If Cardholder fails to give the above Written Notification, the Cardholder shall be liable for all purchases obtained through the use of and charges to the Prepaid Card. For the purpose of this Clause, proof of transmission or postage is not proof of receipt by or delivery to (as the case may be) Petron. Upon receipt of the Written Notification by Petron, it shall issue a replacement Prepaid Card and invalidate the lost or stolen Prepaid Card. If any lost or stolen Prepaid Card(s) is subsequently retrieved, the Cardholder shall destroy the invalidated Prepaid Card.

7.5 The following security steps shall be adhered to by the Cardholder and/or Authorised User to prevent any fraudulent Prepaid Card transactions;

7.5.1 The PIN shall not be written, printed or indicated in any manner on the card.

7.5.2 The PIN shall be keyed in personally by the Authorised User at the Authorised Reseller and not by any other party.

7.5.3 Adhering to such other security measures that Petron may issue from time to time. Cardholder also has the sole responsibility to monitor the use of the Prepaid Card and if they perceive any unusual transaction, to inform Petron immediately. Petron has the absolute discretion to consider any request for payment waivers which may include a total rejection. Petron is not responsible to monitor the account and to report to the Cardholder any unusual pattern of transactions.

7.6 In granting the request from Cardholder for a replacement Prepaid Card, either due to theft, loss or damage, Petron reserves the right to charge the Cardholder a replacement fee of RM10.00 per Prepaid Card or any other amount deemed appropriate.

## 8. PETRON PREPAID CARD WEB PORTAL

8.1 For those Cardholders that have signed up for Petron Prepaid Card Web Portal:

8.1.1 e-Invoices shall be displayed online at a designated website and Cardholder may view, download or print and accept it as an official statement from Petron, in addition to or in place of any other agreed means of statement delivery. For Cardholders that have not opted for e-Invoicing, Petron shall have the discretion to impose a fee for any hardcopy issued by Petron.

8.1.2 e-Statement shall be delivered to Cardholder electronically to an email address as nominated in the Petron Prepaid Card Web Portal application form.

8.1.3 Petron has the discretion to discontinue issuance of hardcopy of statements.

8.2 Petron may archive the invoices electronically or have them archived electronically by its nominated third-party contractor;

8.3 The Cardholder is aware that advanced electronic signatures, in line with country legislation, are used to protect the integrity of all Prepaid Card e-statements.

## 9. FEES

9.1 A fee of RM10.00 will be charged (if any) for a Replacement Prepaid Card in the event of loss, theft or mutilation in accordance with Clause 7.4 hereof or, in the case of surrender of a Prepaid Card in accordance with Clause 12.1 hereof, as applicable.

9.2 If Petron decides to increase or impose any new fees, the Cardholder will be notified at least two (2) months before any changes take effect by posting the changes in the Petron Prepaid Card Web Portal.

## 10. GOODS AND SERVICES TAX

10.1 Where Goods and Services Tax ("GST") is introduced by the Government and is applicable to any supplies made by Petron under this agreement, Petron is entitled to charge GST on the payment of the supply. The consideration for such supply will be increased by an amount calculated as follows:

A x R

Where:

A is the amount of consideration payable for the supply; and

R is the applicable rate of GST.

10.2 If Petron is liable for GST as contemplated by 10.1 then:

(a) Petron shall:

- provide to Cardholder information that may be reasonably required to establish its liability for GST; and
- do such things and provide such information and documents as may reasonably be required by the Cardholder to enable the Cardholder to claim an input tax credit under the GST law; and
- where a taxable supply has been made and consideration charged but the applicable GST has not been charged, the increase in the consideration required by Clause 10.2(a) shall be paid by the Cardholder upon the provision of a tax invoice by Petron in accordance with the GST law.

## 11. GOVERNMENT FUEL SUBSIDY

11.1 It is the Cardholder's sole responsibility to review the statements received from Petron to determine whether the subsidy they are entitled to have been correctly credited to the Cardholder's account, allocated or provided for. Claims for subsidies not correctly credited, allocated or provided for must be made immediately but in any case not later than 30 days from the date of the statements.

11.2 In the event that Petron has over credited the Cardholder in subsidy entitlement, the Cardholder shall reimburse Petron the amount over credited upon request by Petron.

11.3 In the event of a restructure in the Government subsidy programme, Petron reserves the right in its sole discretion to alter and revise these terms and conditions.

11.4 In the event of a late delivery of the Prepaid Card and/or PIN, no claims shall be entertained for any loss of subsidy during the mailing or delivery period.

11.5 All applications for Prepaid Card which are eligible for Government fuel subsidy are subject to the approval of the Government and it is the Cardholder's sole responsibility to resolve any issues between the Cardholder and the Government, in relation to the application being rejected or cancelled or the fuel quota being revised by the Government.

11.6 Should the Government for any reason whatsoever rejects the reimbursement to Petron of any subsidy attributable to the Cardholder, the Cardholder shall indemnify and reimburse Petron the full amount of such rejected subsidy claims upon request by Petron.

11.7 In the event of Account termination, Petron reserves the right to withhold the subsidy quota letter of the Cardholder, if any, until such time where all outstanding payments due to Petron are fully settled.

11.8 Petron reserves the right to pursue with Cardholder for subsidy entitlement lodged with Petron by the Cardholder that may belong to a separate legal entity in the event the subsidy claim is rejected by the Government.

## 12. TERMINATION AND SUSPENSION

12.1 This Agreement or the Account or any Prepaid Card(s) issued pursuant to this Agreement may be terminated or cancelled as follows:-

12.1.1 by Petron;

- immediately at any time without prior notice in the event of any breach of the provisions of this Agreement by the Cardholder and/or any Authorised User; or
- by giving the Cardholder prior written notice of termination or cancellation without assigning any reasons therefore; or
- in the event of inactivity of the Prepaid Card account for a consecutive period of 6 months or more; or
- if this Agreement or the Prepaid Card expires on a set date and Petron has not agreed to renew the Agreement; or
- if the Cardholder or Authorised User acts in a manner that is threatening or abusive to Petron's staff or representatives; or
- if the Cardholder fails to pay fees or charges that the Cardholder have incurred or fails to put right any shortfall; or
- in the event of the Cardholder's death

12.1.2 by the Cardholder:-

- by giving Petron fourteen (14) days prior written notice subject to Clause 12.3 below.

12.2 Petron may also terminate this agreement and/or cancel or suspend the Prepaid Card or the Cardholder's account immediately if Petron believes that the Prepaid Card is deliberately being used by the Cardholder and/or Authorised User to commit fraud or for other illegal purposes.

12.3 The Cardholder shall remain liable for all charges incurred on any Prepaid Card after such termination or cancellation or request of cancellation of the Agreement and/or Account and/or Prepaid Card(s). All charges incurred on the Prepaid Cards up to and including the said effective date of termination or cancellation shall be settled in full.

12.4 If this Agreement and/or Account and/or Prepaid Card shall, for any reasons whatsoever, be terminated or cancelled in accordance with the provisions of this Agreement, the Cardholder shall be responsible to obtain from the Authorised User and return to Petron each cancelled Prepaid Card. The Cardholder agrees to indemnify and hold Petron harmless for any losses, damages or liabilities arising from a claim against Petron for the termination or cancellation of a Prepaid Card.

12.5 No termination or cancellation in accordance with this Agreement shall affect the Cardholder's obligation and liability to effect full payment for any purchases of fuels charged to any Prepaid Card(s) or otherwise prescribed in this Agreement.

12.6 The termination or cancellation in accordance with the provisions of this Agreement shall be without prejudice to Petron's rights in respect of any antecedent breach of the agreement and stipulation herein contained.

12.7 In the event of termination or cancellation of this Agreement and/or Account, Petron has the right to withhold any security until such time that all outstanding amount has been settled in full.

## 13. TERM OF AGREEMENT

13.1 The Cardholder acknowledges and agrees that each of the Prepaid Card issued under this Agreement is and shall remain, throughout the term of this Agreement, the property of Petron.

13.2 The Cardholder may only use the Prepaid Card issued under this Agreement up to and including the expiry date

embossed on the Prepaid Card. No purchases shall be made using a Prepaid Card which has been cancelled, terminated or have expired. Any such purchases shall be the sole responsibility of the Cardholder.

13.3 Petron may, by giving at least twenty-one (21) days prior notice and at its sole discretion, review or revoke the Cardholder's right to use any Card in its entirety or in respect of a particular transaction or any other material aspect of the Prepaid Card.

13.4 Petron may from time to time review Cardholder's financial position or Cardholder's compliance of the terms and conditions of the agreement and based on those findings, Petron may in its sole and absolute discretion take any or all (but not limited to) the following actions;

13.4.1 Request further access to the Cardholder's financial positions.

13.4.2 Modify, deny or withdraw any Fuel Limits extended to Cardholder.

13.4.3 Revise the payment terms.

13.4.4 Revise the payment methods.

13.4.5 Suspend or terminate usage of the Prepaid Cards.

13.5 Petron may accomplish any or all of the foregoing at any time, in its sole discretion, by giving notice to the Cardholder, which notice may be provided by mail, email or by any other means specified in this Agreement and which shall be effective from the date of such notice unless otherwise specified by Petron.

13.6 Petron may, by giving at least twenty-one (21) days prior notice and at its sole discretion, amend any of the terms and conditions of this Agreement which shall take effect on a date to be determined by Petron. Petron shall give written notice to the Cardholder of the amendments and the Cardholder shall be deemed to have accepted and agreed to such amendments without reservation. If Cardholder disagrees with the amendments, the Cardholder shall give written notification to Petron to terminate the Prepaid Card account provided that the Cardholder shall be bound by the amended terms and conditions in respect of any transactions effected by Cardholder prior to the invalidation of the Prepaid Card by Petron.

## 14. ASSIGNMENT

14.1 The Cardholder shall not have the right to assign, transfer or delegate any or all of its rights or obligations hereunder and any purported assignment, transfer or delegation shall be null and void. Petron may freely assign any or all of its rights, titles and interests (including without limitation any claims or right to receive payment of any monies hereunder) in or contemplated under this Agreement.

## 15. WAIVER

15.1 Petron may, from time to time and at any time, at its sole discretion, waive either unconditionally or on such terms and conditions as it may deem fit, any breach by the Cardholder and/or the Authorised User(s) of any terms and conditions herein contained and any modification thereof but without prejudice to its rights and remedies for enforcement thereof, PROVIDED ALWAYS THAT:

15.1.1 no neglect or forbearance of Petron to require and enforce payment of any monies hereunder or the performance and observance of any terms and conditions herein contained, nor any time which may be given to the Cardholder shall in any way prejudice or affect any of the rights, powers or remedies of Petron at any time thereafter to act strictly in accordance with the provisions thereof; and

15.1.2 no such waiver of any such breach as aforesaid shall prejudice the rights of Petron in respect of similar breach or any other or subsequent breach of any of the terms or conditions aforesaid.

## 16. DATA PROTECTION

16.1 For purposes of this Clause 16, the term "Personal Data" means any information relating to an identified or identifiable individual ("Data Subject") that is provided or made available to Petron or its duly authorised agent by Cardholder, or its employee, in connection with this Agreement. The term "Process" means any and all collection, storage, dissemination, retrieval, destruction or use of Personal Data by Petron or its duly authorised agent.

16.2 Cardholder acknowledges that Personal Data, if any, is provided or made available to Petron or its duly authorised agent for the purpose of enabling Petron to perform its obligations under this Agreement, and under no circumstances will Personal Data become the property of Petron.

16.3 Petron further agrees and undertakes:

16.3.1 to comply with the requirements of all applicable data protection laws and regulations in Malaysia

16.3.2 to maintain technical and organisational processes and procedures that ensure a level of security appropriate to the risks represented by the processing and the nature of the Personal Data to be protected; and

16.3.3 to safeguard all Personal Data received from the Cardholder from and against any accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.

16.4 Cardholder is required to access and read Petron's notice to its customers in compliance with the requirements of the Personal Data Protection Act 2010 which is made available at: <http://www.petron.com.my/web/Media/uploads/47e5c3fe71954d56569f08acd0b94c16.pdf>

## 17. DISCLOSURE OF INFORMATION

17.1 The Cardholder, unless expressly stated otherwise hereby authorises Petron to disclose, to any of its agents and affiliates, any information furnished by the Cardholder or its employee to Petron at any time during the period of this Agreement and any information in respect of the use of the Prepaid Card, for the purpose of performing its obligations under this Agreement.

17.2 Petron shall not disclose any confidential information to any third parties for purposes other than for the purpose of performing its obligations under this Agreement unless the Cardholder expressly consent to the disclosure of such information.

17.3 Petron may disclose the Cardholder's information to:-

- regulatory bodies or other authorities in compliance with requirements under law or towards the detection or prevention of crime and/or fraud;
- any party involved in or related to a legal proceeding for purposes in connection with the performance of its obligations under this Agreement;
- in order to comply with any legal obligations to which Petron is subject to.

## 18. LIMITATION OF LIABILITY

18.1 Petron shall not be liable for any loss arising from:

- 18.1.1 any cause which results from abnormal or unforeseen circumstances beyond Petron's control, consequences which would have been unavoidable despite all our efforts to the contrary; or
  - 18.1.2 a retailer refusing to accept your Prepaid Card; or
  - 18.1.3 Petron's compliance with legal and regulatory requirements;
  - 18.1.4 loss or corruption of data unless caused by our wilful default.
- 18.2 Petron shall also not be liable for:
- 18.2.1 business interruption, loss of revenue, goodwill, opportunity or anticipated savings;
  - 18.2.2 any indirect or consequential loss

## 19. NOTICES

19.1 All Written Notification, requests and/or other communications to be given by the Cardholder to Petron under this Terms and Conditions must be communicated to the following address: **Petron Fleet Card Centre ("PFCC") Post Office Box No. 225, Jalan Kelang Lama, 58700 Kuala Lumpur.** Fax No. 03-2281 6699 E-mail: [customer@petronfleetcard.com.my](mailto:customer@petronfleetcard.com.my)

19.2 If there are any complaints or inquiries and there is no feedback from PFCC, the Cardholder may contact Bank Negara LINK and TELELINK as follows:-

**Laman Informasi Nasihat dan Khidmat (LINK) Bank Negara Malaysia. P.O. Box 10922, 50929 Kuala Lumpur. Tel: 1-300-88-5465 (1-300-88-LINK) (Overseas: +603-2174-1717) Fax: +603-2174-1515**  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

Operating Hours: 9.00 a.m. - 5.00 p.m. (Monday - Friday)

## 20. OTHER TERMS AND CONDITIONS

20.1 This Agreement shall constitute the entire rights and obligations of Petron, the Cardholder and the Authorised User(s) with respect to the subject matter hereof and shall supersede any prior negotiations, representations or agreements, either oral or written, related to the subject matter hereof.

20.2 In case any provision in this Agreement shall be, or at any time shall become invalid, illegal or enforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of this Agreement.

20.3 This Agreement and all matters arising out of the issuance and use of the Prepaid Cards shall be governed by the laws of Malaysia and the parties shall also submit themselves to the jurisdiction of the Malaysian Courts.

20.4 In this Agreement, unless there is something in the subject or context inconsistent herewith, words importing the singular shall include the plural meaning and vice versa, words importing the masculine gender shall include the feminine and neuter genders and words importing persons include corporation, partnership and sole proprietorships.

20.5 This Agreement shall be binding upon the parties hereto, their respective heirs, personal representative, assigns and successors-in-title.

20.6 The Cardholder is requested to establish and maintain precaution in order to prevent the Authorised User, any employees, agents or representatives from making, receiving, providing or offering substantial monies, gifts, entertainment, payments, loans or other consideration to Petron's employees, Authorised Reseller, agents or representatives for the purpose of influencing those persons to act contrary to Petron's best interest. This obligation shall apply to the activities of any one or more of your employees and/or contractors in their relations with any one or more of Petron's employees and/or their families and/or third parties arising from this Prepaid Card Account.