

FLEXIPAY PLUS (FOP PLUS) SMS PROGRAMME TERMS AND CONDITIONS

Important Notice

You must read these terms and conditions together with the Client Terms, the Credit Card Terms, the Additional Credit Card Services Guidelines, the Rewards Terms, and any other documents referred to in Part A of our Client Terms forming our banking agreement. If there is any inconsistency between these terms and conditions and the Client Terms, the Credit Card Terms, the Additional Credit Card Services Guidelines, or the Rewards Terms, these terms and conditions shall prevail.

Key Words

The meaning of key words printed *“in italic”* and other words used in *“our banking agreement”* are explained at the end of the Client Terms, the Credit Card Terms, the Additional Credit Card Services Guidelines, and the Rewards Terms. Some additional key words which apply to the additional services for your credit card referred to in these terms and conditions are explained at the end of these terms and conditions.

Programme Details

1. This programme is open to principal credit cardholders of any credit card (other than corporate cards) issued by the Bank (“SCBMB Card”) and invited by the Bank through short messaging service (“SMS”) to participate in this programme, and who have maintained all their accounts with the Bank in good standing, without any breach of the terms and conditions or agreements, throughout the programme (“Eligible cardholder”).
2. When the Eligible cardholder has made a retail purchase, he/she will receive a short messaging service (“SMS”) to convert the retail purchase into instalment plan, (“FOP Plus”). If the Eligible cardholder is interested to apply, he/she is required to respond to the SMS by typing “FOP <space> {uniqueID} to 66399” within the time period as stated in the SMS.

Example:

If Mr A has spent RM5500 at merchant XYZ, he will receive an instant SMS indicating the transaction details and a random 6-digit unique ID, e.g. 123456. If he is interested to apply for RTO FOP Plus, he should reply SMS with “FOP 123456” to 66399.

3. The following are not eligible for Real-Time-Offer FlexiPay Plus:
 - a) cash advance;
 - b) instalment amounts payable under other programmes such as Balance Transfer/ Balance Transfer Plus, EPS, Cheque-On-Call/ Cheque-On-Call Plus, and Flexi-On-Balance/ Flexi-On-Balance Plus;
 - c) annual fees;
 - d) carry forward balances; and
 - e) any other charges which we impose as provided in our banking agreement.
4. The minimum amount of any retail purchase that will be eligible for conversion under Real-Time-Offer FlexiPay Plus is RM5000.
5. A purchase is eligible for conversion under Real-Time-Offer FlexiPay Plus if:
 - a) it has been debited to your credit card account,
 - b) it has been recorded as part of the current outstanding balance due in the current statement, and
 - c) it has not passed its payment due date at the point of application.
6. The approval of your application will be subject to:
 - a) the status of your credit card account; and
 - b) the status if the transaction whether there is any dispute or reversal of the transaction at the point of conversion.

7. Once you have responded to the invitation SMS as stated in clause 2 above, it is deemed as your unconditional acceptance of the terms and conditions mentioned herein and you will be bound by the same regardless whether your application is approved or not.
8. You may participate more than once in the Real-Time-Offer FlexiPay Plus subject to these terms.
9. Only mobile number registered in Malaysia will receive the SMS. Eligible Cardholder who has non-Malaysia registered mobile number will not receive the SMS.
10. Each SMS must be sent using the Eligible Cardholder's mobile number registered with and maintained in the Bank's records.
11. The Eligible Cardholder shall be solely responsible for their own mobile operator's network charges for the sending and receiving of any SMS related to this programme.
12. The Bank are not responsible for any failure or delay in the transmission of the SMS by any party including but not limited to acquiring merchants, merchant establishments, or any telecommunication provider.

IMPORTANT NOTES:

Only SMS sent via Maxis, Celcom, Digi, U Mobile, XOX, P1 or WeBe mobile operators will be accepted by the Bank's SMS Service Provider.

There can be significant delays in sending or receiving of any SMS. The Bank will not be responsible for any delay or failure in the sending or receiving of any SMS or any resulting failed sent or received. No appeals on such failed SMS sent or received will be entertained.

Interest calculation

13. Total interest is calculated by multiplying the transaction amount stated in the SMS with the applicable flat interest rate per annum. The flat interest rate charged on the conversion shall be determined by the Bank at the Bank's sole discretion based on the Bank's usual practice. For this programme, the FlexiPay Plus term is fixed at 12 months. However, we have the right to determine the proportion which relates to the payment of principal and the interest amount from each installment paid to us, this is to provide you with the ease of paying the same monthly installments throughout the installment period. We will calculate this proportion using the effective interest rate, on a reducing balance basis.

General

14. We will open a PLC account for the Real-Time-Offer FlexiPay, bearing a serial number starting with 9458-xxxx-xxxx-xxxx. The PLC account will be combined with your existing credit card account.
15. The existing credit limit approved for your credit card account remains unchanged and will be shared with this PLC account jointly with all other supplementary cards issued. Your PLC account will be used to indicate the monthly instalment amount payable by you. No physical card or PIN will be issued.
16. On approval of the application, we will debit your PLC account with the instalment payable each month throughout the duration of the Real-Time-Offer FlexiPay Plus.
17. In the event you do not agree to the details of the offer or you have dispute any transactions which you have already converted into Real-Time-Offer FlexiPay Plus, you are required to call the Bank and to cancel the application within 15 days from the date of set up of offer, failing which you shall have deemed to have accepted the offer and the terms and conditions herein and be liable to pay interest on the conversion amount from the date of the set up of offer. If the request for closure is made after 15 days of the conversion, the request will not be entertained by the Bank.
18. If you choose to settle the Real-Time-Offer FlexiPay Plus in full ahead of the agreed term, you must still pay the total outstanding balance. The outstanding balance is the remaining monthly instalments (comprising outstanding principal and interest) payable for the entire term as originally agreed.

19. For Real-Time-Offer FlexiPay Plus you must pay the full amount of the monthly instalment due to the PLC account each month but if we do not receive the payment in full on or before the payment due date specified in the statement, then we will impose the prevailing finance charge on the outstanding balance of the monthly instalment amount from the posting date until the date of full settlement.
20. If your credit card is terminated, you must settle all balances due under the Real-Time-Offer FlexiPay Plus upon termination. If you fail to do so, the prevailing charge will be levied on the outstanding balance.
21. We are not liable for any inadequate, defective, or damaged goods, unsatisfactory services paid for under Real-Time-Offer FlexiPay Plus, nor will we be concerned with any dispute between you and the suppliers and / or merchants of those goods and services. You authorise us to continue to debit the monthly instalments to your PLC account regardless of any such dispute. This authorisation cannot be revoked. You are responsible to satisfy yourself as to the state and condition of goods and / or services at the time of the purchase.
22. We are entitled to vary the interest rates at any time based on our evaluation or review of your credit behavior, including in respect of all your borrowings, whether alone or jointly with other persons, and whether from us or any other parties. Our evaluation and decision to vary the interest rates will be final and conclusive and we are not obliged to give any reason for the variation.

Meaning of words

You also need to refer to our Client Terms and product terms which also define key words used in these terms. If a word defined in these terms is also defined in our Client Terms or product terms, the definition in these terms applies for the purposes of the additional services for the credit cards.

PLC account means private label account, which is an account designated for certain designated for certain programmes such as balance transfer/ balance transfer plus, FlexiPay/FlexiPay Plus, Flexi-On-Balance/Flexi-On-Balance Plus and Cheque-On-Call/Cheque-On-Call Plus. A separate PLC account will be used for each application under the respective programmes.