

AGRO VISA DEBIT CARD-i TERMS AND CONDITIONS



1. OVERVIEW

Terms and Conditions stated herein is applicable to all Agro Visa Debit Card-i issued by Bank Pertanian Malaysia Berhad ("Agrobank")

2. ACCEPTING AND AGREEMENT

Before the Cardmember signs and/or uses the Card, the Cardmember shall read these Terms and Conditions as the Cardmember's use or acceptance of the Card will be governed by these Terms and Conditions. By requesting the Bank to issue the Card or by signing the Bank's application form, the Cardmember hereby agrees to be bound by the following terms and conditions. By signing, using or accepting the Card, the Cardmember agrees and/or shall deem to have agreed with the terms and conditions stated hereunder.

3. DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions, where the context so admits the following words shall have the meanings set out against them:-

<u>Word</u>	<u>Meaning</u>
"Account"	CASA opened under the Cardmember's name with the Bank which is linked with the Card for the purpose of this agreement;
"Account Balance"	shall mean the available balance in the Account after deducting the purchases of goods and/or services incurred by the Cardmember.
"Agreement"	means this agreement as may be varied from time to time.
"ATM"	means an automated teller machine or card operated machine which accepts the Card including but not limited to the machines belonging to the Bank or other participating banks or financial institutions under the MEPS network or Visa Global ATM network.
"ATM Card Transaction"	means the use of the Card for cash withdrawals and Electronic Transactions or any other card as may be approved by the Bank from time to time.
"Authorised Merchant"	means any retailer or other person, firm or corporation, its employees, servants or agents which agrees to accept or cause its offices, outlets, shops, stores, business premises and locations to accept the Card when properly presented for payment by the Cardmember.
"Authorised Cash Outlet"	Any bank, ATM or outlet which are authorised to accept Visa or any other brand owners of which the Bank is a member for cash withdrawal.
"Bank"	means Bank Pertanian (Malaysia) Bhd. (Agrobank)
"CASA"	The Cardmember's current and/or savings account with the Bank which shall be deposited with Revenue and used by the Cardmember according to these Terms and Conditions;
"Card"	means Debit Card-i VISA Agrobank issued by the Bank for your account whereby Banks allows cardholder to linked and carry Visa logo which enable cardholder to initiate transaction
"Card Transaction"	means transaction by using the card which includes, but not limited to withdrawal, retail purchase, online transaction, fund transfers, bill payment or any other services offered or introduced by the Bank from time to time
"Cardmember"	means Bank customer who has been issued the card by the Bank
"Current Balance"	Balance available in the Account after deducting the purchase of goods and services and the Cash Withdrawal;
"Contactless Reader"	refers to a secure reader that is equipped within a POS terminal through which Visa payWave purchases may be made;
"Daily Limit"	Maximum limit allowed by the Bank for cash withdrawals and retail transaction made in one (1) day;
"Fees and Charges"	means by enrolling in the Card program, you agree to pay any and all associated fees.
"Visa Debit Card-i"	any Visa debit card issued by the Bank to the Cardmember providing electronic access to the Cardmember's CASA, and to allow the Cardmember to effect any transactions subject to the terms and conditions contained herein;
"Held Balance"	means at any time the total amount estimated by the Bank to be the amount of any and all the Card Transactions effected on the Card, but which have not been debited from the Account.
"MEPS"	means Malaysian Electronic Payment System Sdn Bhd.
"MyDebit"	A card payment system whereby the Cardmember can perform contact / contactless retail purchases at any authorised POS terminal which displays MyDebit logo
"PIN"	means the Personal Identification Number issued to the Cardmember.
"Issuer"	The Bank that issues the Card who has obtained approval from Bank Negara Malaysia under section 25(1) of the Payment Systems Act 2003 to issue such designated payment instrument;
"Internet Banking"	Online banking system that allows customers of the Bank to conduct financial transactions on a secure website operated by the Bank;

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"Ringgit Malaysia"	The lawful currency of Malaysia and used for all payments to be made under these Terms and Conditions;
"POS"	means point of sale.
"Purchase Limit"	means the maximum permissible limit set by the Cardmember that can be used/transacted in the respective Authorised Merchant's outlets.
"Sales Slip"	means receipt issued at the POS by the Authorised Merchant after a transaction.
"Statement"	refers to the "statement of account" issued by the Bank reflecting transactions in the Account over a specified period of time.
"Valid Thru Date"	refers to the expiry date printed on the Card.
"Visa Paywave"	Contactless Payment by using VISA PayWave platform for retail purchases. Only applicable to selected cards with Contactless logo.
"Visa"	VISA International Service Association, a company incorporated in the State of Delaware, with its principal office at 900 Metro Centre Boulevard, Foster City, State of California, 94404, United States of America of which the Bank is a principal member.
"Withdrawal Limit"	means the maximum permissible limit and frequency of cash withdrawals set by the Bank.

4. INTERPRETATIONS

- Words and expressions denoting the singular number only shall include the plural and vice versa and words and expressions denoting the masculine gender only shall include the feminine and neuter gender.
- Reference to clauses and schedules shall unless otherwise expressly provided be references to Clauses of and the Schedules to these Terms and Conditions.
- The headings in these Terms and Conditions are inserted for convenience only and shall be ignored in construing the provisions of these Terms and Conditions.

5. APPLICATION AND ACCEPTANCE OF THE CARD

- The Bank customers aged 15 years (including nonresidents of Malaysia) and above with a CASA are eligible to apply for the Card. If the CASA is a joint account, only accounts with instructions of "either to sign" are eligible to apply for the Card. Only ONE (1) Card will be issued.
- The registered owner of the sole-proprietor company with a current account opened in the Bank may only apply for ONE (1) Card under its business name. The Card can only be held or used by the registered owner of the sole-proprietor company.
- Applicant for the Card shall complete the application form and submit it to the Bank together with ATM cards or savings account book or current account statement and all relevant documents and payment.
- Cardmember will be issued a PIN together with the Card issuance. Cardholders are required to change the generated PIN to the one that is personal to them. This PIN number is for ATM card usage. Cardmember shall not reveal the PIN to others and shall be liable to the Bank for any debit entries in its CASA resulting from any unauthorised transactions.
- In consideration of the Bank issuing the Card to the Cardmember, the Cardmember agrees to abide by the terms and conditions herein contained and any other terms and conditions as the Bank may impose from time to time.
- If the Cardmember does not want to be bound by these Terms and Conditions, the Cardmember shall immediately return the Card to the Bank after cutting the magnetic stripe and the chip, with written notice that he/she is returning the Card for cancellation.
- The Bank shall be entitled at its sole and absolute discretion to approve or reject any application for the Card.

6. USE OF THE CARD

- On receipt of the Card, the Cardmember shall thereafter validate the Card for use by signing on the signature panel at the back of the Card. The Cardmember shall also be issued with a PIN for the Card. The Cardmember shall not at any time disclose the PIN to any person under any circumstances or by any means whether voluntary or otherwise. By using the Card, the Cardmember agrees to be fully bound by the terms and conditions herein set out (as may be varied by the Bank from time to time by giving notice of twenty one (21) calendar days).
- The Cardmember shall use the Card to effect retail purchase and online payment at Shariah compliant outlets only. The Cardmember acknowledges and agrees that where the Card is used for payment at non Shariah Compliant outlets, Bank has the right to suspend and/or terminate usage of the Card.
- The Cardmember shall not allow or empower any third party to use the Card and cannot transfer or relinquish control or ownership of the Card or use it for purposes not permitted by the Bank.
- The Cardmember shall comply with all requirements, instructions and guidelines regarding use of the Card issued by the Bank from time to time in respect of all services rendered to the Cardmember.
- The Card is only valid till the Valid Thru Date. The Cardholder must ensure that the card is destroyed as soon as the Card expires, by cutting it diagonally in half and returning it to the Bank for Card replacement.
- The Card shall not be used after its cancellation, expiration, or withdrawal or upon the Cardmember ceasing to be the Bank's customer.
- The Account of the Cardmember shall be debited when a purchase is made using the Card. The Card can be used to purchase goods and services in Malaysia and at more than 25 million merchants worldwide that display the Visa PLUS logo, provided that the total amount of cash in the Account is sufficient to effect the transaction. The Cardmember is responsible for ensuring sufficient funds in the Account before effecting the transaction.
- The Cardmember is allowed to effect Internet transactions and make cash withdrawals at the Cash Outlets or Financial Institutions with the BANKCARD or MEPS (for e-Debit transactions) and Visa PLUS (for EMV transactions).
- The Card can be used to purchase goods and services in Malaysia and overseas at all Visa and the Bank's participating merchants or outlets. Such purchases are subject to the balance available in the Cardmember's Account and up to the maximum Purchase Limit set by the Cardmember.
- The Cardmember is allowed to purchase goods and services online and to access cash at any Agrobank's ATMs or other financial institutions ATM's displaying (MEPS/VISACard) for so long as there is the equivalent amount of cash balance in the Designated Account at the point of transaction or withdrawal and the limit specified during the application (subject always to such limit determined by Agrobank for each withdrawal from time to time).
- If the Cardmember uses the Card for purchase of good and/or services through internet sites or portals, the Cardmember shall be solely responsible for the security of such use at all times. The Cardmember agrees that the entry of the Card information on the internet shall be sufficient proof of the authenticity of such instructions. The Bank shall not be liable for acting on such use of the Card regardless of whether the person is authorised or unauthorised and regardless of the circumstances prevailing at the time of the transaction. However, the Bank reserves the discretion to not complete any such transaction via the Internet Banking if the Bank has any reason to doubt its authenticity or if in its opinion it is unlawful or otherwise improper to do so or for any other reason.
- In the event of Debit card loss or stolen, your liability for disputed Card Transaction is limited to the maximum of RM250 each card provided that it satisfy below requirement:
 - Cardholder's have not acted fraudulently or negligently or encourage fraud or loss/stolen debit card, either directly or indirectly
 - Cardholder's have to notify the Bank immediately after discovering their Debit Card is lost or stolen or if suspected unauthorised transactions were carried out using a debit card, or if cardholder's fails to do as above, they are responsible for all liability
- ADC-i cannot be used for any unlawful activities. Bank has the right to terminate the ADC-i facility if the Cardmember is found to have used the card for unlawful activity.
- All Islamic Cardholders are advised to comply with Shariah compliant rules and principles when using the card.

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- o. ADC-i can not be used in stores or non-compliant Shariah-compliant activities such as the list below:
 - i. Wig stores
 - ii. Bar, nightclub and Disco
 - iii. Liquor stores (Alcohol, Beer & Wine)
 - iv. Cigarette store
 - v. Escort Service
 - vi. Massage parlour
 - vii. Gambling (horse racing & lottery company)
 - viii. Gambling (including lottery tickets, chips and casinos and online gambling)

7. OVERSEAS TRANSACTION

- a. The Cardmember may use the Card outside Malaysia at all Authorised Merchants and at the Authorised Cash Outlets but the Cardmember shall notify the Bank each time the Cardmember travels overseas.
- b. Where the Cardmember use the Card outside Malaysia, the transactions shall be charged in the official currency of the country concerned and converted into Ringgit Malaysia at such exchange rate and at such time as may be determined by Visa International at its absolute discretion.
- c. Whenever applicable, the Cardmember shall authorise the Bank to take such steps to comply with the Foreign Exchange Control Regulation issued by Bank Negara Malaysia in respect of any overseas transaction.
- d. The Cardmember shall also inform the Bank of his intention to be absent from Malaysia for more than thirty (30) days.
- e. Effective 1 January 2016, all facilities for overseas and online transactions will be set default as deactivated to safeguard the Cardholder once the card is issued.
- f. The Cardholder may choose to activate facilities for overseas and online transactions by calling Agrobank Call Center at 1300-88-2476 or requesting activation of the facility required upon card issuance.
- g. If the Cardholder uses the card for the purchase of goods and / or services via the internet, the website or portal, the Cardholder shall be fully responsible for the safety of its use at all times. The Cardholder agrees that the provision of card information on the Internet shall be sufficient evidence of the authenticity of the instructions made by the Cardholder. The Bank shall not be liable for the use of such cards regardless of whether the individual is authorised or not and irrespective of the circumstances during which the transaction takes place. However, the Bank reserves the right at its sole discretion not to execute such a transaction if the Bank has reason to doubt its validity or opinion that the transaction is unlawful or otherwise improper to do or for any other reason.

8. CONTACTLESS TRANSACTION VIA VISA PAYWAVE AND MYDEBIT CONTACTLESS

- a. The Cardholder will need to make transactions at the ATM first after the card is issued to enable the convenience of card payments via contactless terminal.
- b. The paywave function on the card (contactless transaction) can be used in the business network with the receipt of the wave at the contactless terminal up to a maximum of RM250 per transaction subject to the total amount of card use per day.
- c. Any transaction that exceeds the maximum / cumulative limit, PIN required as a regular purchase. The Cardholder may increase / lower and / or activate / deactivate the contactless payment facility by calling the Agrobank Call Center at 1300-88-2476 or requesting the Activation of the facility required upon card issuance.

9. STATEMENT

- a. The Bank shall maintain an Account for the Cardmember for each card held and all transactions effected by the use of the Card and any other fee shall be debited to the respective Account.
- b. Account Statement for the savings account belonging to the Cardmember stating the transactions conducted shall be requested at any branches or printed by the Cardholder at any Bank branches or issued by the Bank to the Cardmember.
- c. Records and entries in the accounts as specified in the monthly statement shall be deemed correct and binding on the Cardholder unless written notice of the contrary is given to the Bank by the Cardholder within fourteen (14) days from the date of the statement.
- d. The Card member shall notify the Bank immediately in writing of any changes in address and / or office address and / or mailing address, phone numbers or changes of employment.

10. LOST/STOLEN CARD AND DISCLOSURE OF PIN

- a. The Cardholder shall use reasonable precautionary measures to prevent loss, theft and disclosure of PIN to an unauthorised person or unauthorised use of the card. Any loss, theft and disclosure of PIN to an unauthorised person should be reported to the Agrobank Call Center at 1300-88-2476 immediately.
- b. The Cardholder shall be liable for all charges and advances from card transactions whether authorised or unauthorised, prior to notification through the prescribed form of loss, theft and disclosure of PIN to an authorised person or unauthorised acceptance by the Bank. The Bank's record of any card transaction done shall be final and in accordance with the Cardholder.
- c. When the card is lost or stolen, the Cardholder shall deduct two parts of the chip and magnetic strip and then return the card to the Bank. The Bank shall have the discretion to issue or not to issue a replacement card to the Cardholder following loss or theft.

11. SUSPENSION, CANCELLATION OR TERMINATION

- a. In addition to and without derogating any of the provisions of these Terms and Condition, the Bank may terminate the use of the Card by written notice without assigning any reason for termination, provided that the Bank has reason to believe that the Cardmember has misused the Card or has breached any of the terms and conditions set out herein. Following termination thereof, the Card shall be immediately cancelled whether or not the Card is returned by the Cardmember to the Bank.
- b. Cardholder may terminate the use of Card by giving written notice of termination to the Bank and return the Card into half, thus the use of the Card will be terminated.
- c. Cardholder may terminate the use of Card by giving written notice of termination to the Bank and return the Card into half, thus the use of the Card will be terminated after returning the Card to the Bank after cutting the magnetic stripe and the chip. Notwithstanding any earlier notification of the Cardmember's intention to cancel or terminate the use of the Card or these Terms and Conditions, the Cardmember shall remain liable for any transaction (authorised or unauthorised) effected through the use of the Card to the date the Card is returned to the Bank by the Cardmember.

12. YURAN DAN CAJ

- a. The Bank shall be entitled to impose fees and charges for the services including for issuance of Card, the hardcopy monthly statement, replacement card fee, cash withdrawal fee via MEPS network, Visa Network terminals and International Banks and annual fees.
- b. The Bank reserves the absolute right to impose additional charges and/or vary such Fees and Charges at twenty one (21) days prior notice.
- c. For the purpose of collecting such Fees and Charges, the Cardmember agrees to authorize the Bank to debit the Account with such Fees and Charges notwithstanding that such debiting may cause the Account to be overdrawn. The following Fees and Charges are imposed at the following rate:

Fees and Charges	
Items	Fees/Charges
Card Issuance Fee	RM10
Annual Fee	RM10
Card Replacement Fee	RM12
Pengeluaran Wang Tunai:	
Cash Withdrawal Fee via MEPS Agrobank	waived
Cash Withdrawal Fee via MEPS ATMs (Local Bank)	RM1 (per withdrawal)
Cash Withdrawal Fee via MEPS ATMs (Foreign Bank)	RM4 (per withdrawal)
Cash Withdrawal Fee via ATM VisaPlus	RM10 (per withdrawal)
Lain-lain:	
Sale Draft Fee (Original)	RM10
Sale Draft Fee (Photocopy)	RM5

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Fees and Charges	
Items	Fees/Charges
Statement Copy (Monthly)	RM5
Service Charge (Foreign transaction)	1.25% For transactions involving foreign currency, the money found in the client's account corresponding to the value of customer's use in the currency exchange rate determined by Visa International shall be used as a security deposit to settle the amount of customer's use when required by Visa International in the future; If the settlement amount to Visa International is lower than the security deposit held by the Bank, the customer waives its right (tanazul) to recover the difference between the deposit of the security and the amount of the settlement and the difference will be calculated as the Bank's right. The Bank may charge a service fee to the customer on the services provided and the fee is in addition to the deposit of the securities taken.

Note: Goods & Services Tax at 0% will be charged on fees and charges as mentioned above.

- d. For the purposes of debiting the Annual Fee, the minimum balance required to be deposited in the account shall be to clarify the policies of the accounts in the existing Agrobank. The annual fee must be paid after the Card is issued and subsequently on the anniversary date.
- e. In the event of a deficiency in the customer's account when the transaction is made by the Cardholder, the Bank with its absolute discretion and with the Cardholder's permission, will affect the use of the card for withdrawals and purchases. The Cardholder shall ensure that the account balance is sufficient at the time of use of the card which requires debiting of fees and charges.
- 13. PRE-AUTHORISATION CHARGE**
Pre-authorisation charge refers to a pre-authorized amount which will be debited to the Account when the Cardmember fills up the petrol and make payment using the Card at the automated fuel dispenser or make payment for room registration at hotel using the Card or any other transaction that may require pre-authorisation charge. The Pre-authorisation charge is meant for approval of transaction only. The pre-authorisation amount shall be released when the actual transaction amount is debited to the Account.
- 14. TELEPHONE MONITORING AND RECORDING**
The Cardmember authorizes the Bank to contact the Cardmember by telephone on matters related to the Card. The Cardmember agrees such calls from the Bank maybe unsolicited calls. From time to time the Bank may monitor and/or record the telephone calls between the Cardmember and the Bank. The Cardmember further agrees that monitoring and/or recording may be done and that no additional notice to the Cardmember or additional approval from the Cardmember is needed.
- 15. BANK'S DISCRETION**
The Bank is entitled, at any time in its absolute discretion and without giving prior notice or reason to refuse to approve any proposed Card Transaction notwithstanding that the Current Balance available in the Cardmember's Account allows for any such proposed Card Transaction. The Bank is entitled in its absolute discretion without giving any reason to:-
- i. Suspend the Cardmember's right to use the Card for security reasons, entirely or in respect of specific facilities, and/ or
 - ii. Refuse to re-issue, renew or replace the Card, without in any case, affecting the obligations of the Cardmember under this Agreement which will continue in force and there will be no refund of any annual fees paid if the right to use the Card is so suspended by the Bank or if the Card is not renewed or replaced.
 - iii. Suspend the Cardholder's right to use the Card entirely or in respect of specified privileges for any transaction with Non-Halal merchant/Non-Shariah compliance activities.
- 16. EXCLUSION OF LIABILITY**
The Bank will be liable for unauthorised transactions whether by way of a PIN or signature transaction unless the Bank has proved that the Cardholder has:
- i. Not acting deceptively or negligently or prompting fraudulent or loss / theft of debit cards, whether directly or indirectly.
 - ii. Have notified the Bank immediately after finding that your debit card is lost or stolen or when you suspect that an invalid transaction has been effected using a debit card, otherwise you are liable for any liability.
 - iii. Do not disclose debit and credit card information to others or place debit cards where people can see and access including in the Cardholder's residential area.
 - iv. Do not record the PIN on the debit card or on anything stored near the card and have the possibility for the card to be lost or stolen.
 - v. Allowing debit cards to be used by others on purpose.
- 17. CHARGEBACK**
- a. The Bank shall not be held liable for any act or omission by any retail or online merchant howsoever caused, including but not limited to any refusal to accept the Card or any statement or other communication made in connection therewith, or any defect or deficiency in goods or services. The Cardmember must liaise directly with the Authorised Merchant on any claim or dispute and will not dispute any payment made by the Bank from the Cardmember's Account on such claims or disputes.
 - b. In some circumstances, card scheme rules allow the Cardmember to charge a transaction back to the Merchant with whom the transaction was made either in full or partial amount (if the chargeback right is available) subject to a complaint or dispute made made to the Bank by the Cardmember in writing within **twenty one (21)** calendar days from the Posting Date of such transaction in the Cardmember's Account Statement and the Cardmember has provided the necessary information requested by the Bank to support the chargeback within the requested timeframe.
 - c. Notwithstanding and without prejudice to the generality of the clauses in these terms and conditions, the Cardmember shall expressly agree that the use of the Card is at his own risk and shall assume all risks incidental to or arising out of the use of the Card.
- 18. MISCELLANEOUS**
- a. **LAW** - This Agreement between the Bank and Cardmember shall be governed by the laws of Malaysia wherever the transaction takes place.
 - b. **TIME** - Time whenever mentioned shall be of the essence of this Agreement.
 - c. **WAIVER** - Notwithstanding any provision to the contrary, no failure or delay on the part of the Bank in exercising any rights and entitlement under this Agreement shall be construed as a waiver and shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Card by the Bank.
 - d. **ELIGIBILITY AND RIGHTS RESERVATION** - Notwithstanding anything in this Agreement the Bank's rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, or any suspension of the Card by the Bank.
 - e. **VARIATION** - The Cardmember agrees that the Bank shall be at liberty to vary, add to or amend the terms and conditions herein set out by notification to the Cardmember at least twenty one (21) days prior to such variation, addition or amendment. In the event the Cardmember shall not be agreeable to such variation, addition and/or amendment, the Cardmember shall surrender the Card and return to the Bank cut in half, failing which the Cardmember shall be deemed to have accepted such variation, addition and/or amendment.
 - f. **DISCLOSURE** - The Bank shall be entitled to disclose and the Cardmember hereby authorizes the Bank and/ or its officers to make use or disclose, divulge or reveal any information relating to the Cardmember and his Account, the Cardmember's affairs, the facilities and/ or any account whether under this Agreement or otherwise which the Cardmember may have with the Bank in such manner and to such extent as the Bank may at its sole and absolute discretion deem fit:
 - i. To any merchant, any Bank or financial institution, Visa international or the processing of any transaction effected through the use of the Card or any investigation of whatsoever nature to be made.
 - ii. For on in connection with any action or proceeding taken for the purpose of recovery of monies due and payable by the Cardmember to the Bank under this Agreement.
 - iii. To any authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over the Bank.
 - iv. To any other party whosever as the Bank may, at its sole and absolute discretion, deem fit.
 - g. **NOTICE**

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- i. The Cardmember shall inform the Bank in writing of any change of address and/ or employment or business.
 - ii. Any correspondence or notice to the Cardmember may be delivered by hand or sent by prepaid post to the Cardmember's address stated in the Bank's Card Application Form or to such other address notified by the Cardmember to the Bank from time to time or through the Bank's website or announced in public media or those posted at the branches and shall be deemed to have been duly received by the Cardmember within three (3) business days of posting. Any failure on the part of the Cardmember to notify the Bank of any change of his address resulting in the delay of any correspondence or notice shall not prejudice the Bank's rights and entitlement under this Agreement.
- h. **SERVICE OF LEGAL PROCESS**
The parties hereby agree that the service of any notice in respect of any claim arising out of or connected with the Agreement may be effected by forwarding a copy of the same by post to the Cardmember's last known address stated in the Account Application Form or to such other addresses notified by the Cardmember to the Bank from time to time and shall be deemed to have been served at the time of posting of the Notice and in proving delivery it shall be sufficient to prove that the same was properly addressed and put in the post despite any evidence to the contrary.
- i. **SEVERABILITY**
If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way affected or become impaired.

-END OF TERMS AND CONDITIONS-