

## Terms and Conditions Governing Electronic Banking Services

EFFECTIVE AS OF 25 June 2020.

This agreement sets out the terms and conditions governing your use of the following services:

- (a) CIMB Bank's banking services provided through the internet; so
- (b) CIMB Bank's banking services provided through its network of automated teller machines;
- (c) CIMB Bank's banking services provided through its debit and credit cards; and
- (d) Any other services provided by CIMB Bank through these or similar channels.

This Agreement governing the use of the services are in addition to any other agreement you may have with CIMB Bank or any of its subsidiaries, affiliates and/or business partners and should there be a conflict between this Agreement and any such other agreement, the terms and conditions of this Agreement shall prevail only to the extent that it relates to your use of and access to the services listed above.

### DEFINITIONS

**"Account"** means a savings, current, fixed deposit, foreign currency, loan/financing, credit card, debit card, investment or any other account or products opened by you with CIMB Bank as may be accessed through Electronic Channels as determined by CIMB Bank from time to time or as agreed between CIMB Bank and you and includes a Deposit Account.

**"Agreement"** means this agreement between CIMB Bank and you setting out the terms and conditions governing your use of the Electronic Channels and the Banking Services, as may be amended or supplemented from time to time.

**"ATM"** means an automated teller machine installed by CIMB Bank or a Partner Bank.

**"Banking Services"** means the Accounts, facilities, products and services as may be provided by CIMB Bank and/or its subsidiaries and/or affiliates from time to time via the Electronic Channels, including Transfers and Payments.

**"Business day"** means any day on which banks in Singapore and CIMB Bank are open for banking business.

**"Card"** means any card issued by CIMB Bank to you for access to and use of the ATM and Banking Services and/or Retail Purchasing and/or credit or debit services and any other services specified by CIMB Bank from time to time and includes any replacement thereof issued by CIMB Bank.

**"CIMB Bank"** means CIMB Bank Berhad (Company number: 13941-P) and includes its successors in title and assigns and where applicable any of them.

**"CIMB Bank Group"** means CIMB Bank Berhad and its related corporations (as defined in Section 6 of the Companies Act);

**"CIMB Clicks"** means the internet website [www.cimbclicks.com.sg](http://www.cimbclicks.com.sg) or any other Electronic Channels.

**"CIMB Clicks User ID"** means a unique identification assigned to you or selected by you for your access to CIMB Clicks and the Banking Services as may be changed by you from time to time.

**"Clicks Activation Code"** means the personal identification number issued by CIMB Bank to you upon your application for access to CIMB Clicks and the Banking Services.

**"Deposit Account"** means the Account linked to your Card.

**“Electronic Channels”** means the internet (specifically CIMB *Clicks* and any other website specified by CIMB Bank), the network of automated teller machines operated by CIMB Bank and Partner Banks, point-of-sale terminals and other means of access to the Banking Services using the Card or any other electronic or telecommunications medium or access device designated by CIMB Bank through which the Banking Services offered by CIMB Bank may be accessed by you.

**“GST”** means any goods and services tax, including any tax of a similar nature that may replace it or be levied in addition to it, by whatever name called.

**“Internet Banking Password”** means the password assigned to you or selected by you for your access to CIMB *Clicks* and the Banking Services as may be changed by you from time to time.

**“Network Service Provider”** means a company that provides backbone services to an internet service provider and includes such internet service provider.

**“Officer”** means any director, officer, employee or servant of CIMB Bank.

**“One Time Password”** means the password generated by the OTP-Token or sent to your mobile phone via SMS for the purpose of your access to CIMB *Clicks* and use of the Banking Services.

**“OTP-Token”** means the software or hardware device or token issued or made available to you for the purpose of generating the One Time Password and for the purpose of your access to CIMB *Clicks* and use of the Banking Services.

**“Partner Bank”** means a bank with which CIMB Bank has an agreement which allows CIMB Bank’s customers access to and use of such bank’s network of automated teller machines.

**“Payee Cards”** means all credit cards bearing the name and/or service mark of VISA, Mastercard® or such other credit card association or similar organizations as CIMB Bank may support from time to time, that are issued by any bank or financial institution situated in Singapore and to which Payment can be made, and does not include cards issued outside Singapore or by any other issuing authority.

**“Payee Corporations”** means the corporations and billing organizations approved by CIMB Bank to which Payment can be made as may be added and varied from time to time and displayed under ‘Payee List’ on CIMB *Clicks*.

**“Payment”** means the payment from an Account of any bills or any other payment demands to Payee Corporations or Payee Cards.

**“PIN”** means a personal identification number assigned to you or selected by you for use in conjunction with your Card as may be changed by you from time to time.

**“Protected account”** means any payment account that: (a) is held in the name of one or more persons, all of whom are either individuals or sole proprietors; (b) is capable of having a balance of more than S\$500 (or equivalent amount expressed in any other currency) at any one time, or is a credit facility; and (c) is capable of being used for electronic payment transactions.

**“Retail Purchasing”** means the use of the Card as a debit card for making purchases at retail outlets overseas or through the internet.

**“Secure Messaging Service”** means the secure electronic messaging service provided to you for the purpose of communicating with CIMB Bank and which may be accessed by you by logging in to your account via CIMB *Clicks*.

**“SMS”** means the service for sending short text messages to your mobile telephone at the number provided to CIMB Bank by you as may from time to time be updated by you.

“**SMS-OTP**” means the One Time Password sent to your mobile phone via SMS for the purpose of your access to CIMB *Clicks* and use of the Banking Services.

“**Standing Instruction**” means an instruction for an automatic Transfer or Payment or other service permitted by CIMB Bank from time to time on a future date or on a recurring basis, as instructed by you.

“**Terms of Access**” means the agreement between CIMB Bank and you containing the terms and conditions governing your access to CIMB *Clicks* and CIMB Bank’s general website, [www.cimbbank.com.sg](http://www.cimbbank.com.sg).

“**Token PIN**” means the personal identification number selected by you for use in conjunction with your OTP-Token as may be changed by you from time to time.

“**Transfers**” means the transfer of funds within Accounts or from an Account to a third party account maintained by CIMB Bank or from an Account to any account you hold with a CIMB Bank branch in Malaysia or any other transfers as may be made available by CIMB Bank from time to time.

“**you**”, “**your**” or “**yourself**” means CIMB Bank’s customer in whose name one or more Accounts are held and to whom a Card and PIN has been issued and each person who uses or is authorised to use *Clicks* Activation Code, Internet Banking Password, OTP-Token, Token PIN, One Time Password and a CIMB *Clicks* User ID or other means of access as may be established or approved by CIMB Bank.

## **INTERPRETATION**

In this Agreement:

- (a) References to Clauses are to clauses of this Agreement;
- (b) Words importing a gender include every gender;
- (c) Headings are for convenience only and shall not affect the interpretation hereof; and
- (d) Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa and references to natural persons shall include bodies corporate.

## **TERMS AND CONDITIONS**

### **1. Application to use the Banking Services**

- 1.1. Your application to use the Banking Services shall be made on such forms and in accordance with any procedures and directions as may be prescribed by CIMB Bank from time to time.
- 1.2. If CIMB Bank approves your application to use the Banking Services, you will be granted access to the Electronic Channels and the Banking Services on the terms and conditions contained in this Agreement.
- 1.3. Upon the approval of your application to use the Banking Services you accept that you have read, understood and agreed to be bound by the terms and conditions of this Agreement and you accept all inherent risks associated in conducting any transactions through the Electronic Channels.
- 1.4. CIMB Bank has the right to invalidate your CIMB *Clicks* User ID, your Internet Banking Password, Token PIN, SMS-OTP, the OTP-Token, the PIN and/or the Card at any time and without prior notice and without being obliged to provide any reason for such invalidation or to respond to any request for information from yourself. Further CIMB Bank shall not be liable for any loss whatsoever, which you may suffer as a result of such invalidation. CIMB Bank shall inform you as soon as practicable of any such invalidation by way of notification pursuant to Clause 11.1.

- 1.5. You acknowledge that the Bank may at any time withdraw or terminate all or any part of the Banking Services without notice to you or incurring any liability or responsibility whatsoever.
2. **Clicks Activation Code, CIMB Clicks User ID, Internet Banking Password, Token PIN, One Time Passwords, PIN, Card and other Security Information**
  - 2.1. You shall at all times keep your *Clicks* Activation Code, CIMB *Clicks* User ID, Internet Banking Password, Token PIN, One Time Passwords, PIN and any other information related to the security of your access to and use of the Electronic Channels and the Banking Services (referred to in this clause collectively as the “Security Information”) confidential and shall not share or disclose the same in any manner whatsoever to any person (including any Officers of CIMB Bank).
  - 2.2. You shall at all times observe all security measures as may be prescribed by CIMB Bank or, where relevant, a Partner Bank, in relation to your access to and use of the Electronic Channels and the Banking Services and you shall take all reasonable precautions necessary or desirable to ensure that no other persons have or will be granted access to the Security Information and such precautions shall include, without limitation:
    - (a) Immediately memorising the Security Information;
    - (b) Destroying any envelope, document or records on which such are stated;
    - (c) Not retaining the Security Information in any form except in memory;
    - (d) Not leaving your personal computer unattended whilst accessing the Banking Services from there and ensuring that no other person sees you entering the *Clicks* Activation Code, CIMB *Clicks* User ID, Internet Banking Password, Token PIN, One Time Passwords and Security Information for access to CIMB *Clicks* as well as ensuring you properly log off from CIMB *Clicks* upon completion of your use thereof; and
    - (e) Ensuring that no other person observes you entering the PIN at an ATM, point-of-sale terminal or anywhere else.
  - 2.3. You shall at all times be responsible for all access to and use of the Electronic Channels and the Banking Services made via the Security Information and Card whether it was in fact made by you or by some other person purporting to be you. You shall accept the records of CIMB Bank and, where relevant, those of a Partner Bank on all transactions effected as binding and conclusive.
  - 2.4. If you discover or have reasonable grounds to believe that any Security Information and/or Card has been lost, stolen, compromised in any way; and/or if you have received any statement, data or information which indicates that an unauthorised transaction has taken place or is otherwise not intended for you; and/or if any other event occurs which would, under the terms of this Agreement, allow CIMB Bank to suspend or cancel your use of Electronic Channels and Banking Services, you shall immediately notify CIMB Bank by calling +65 6333 7777 for deposits customers, or +65 6333 6666 for cards only customers and as specified in Clause 8.1. CIMB Bank may also require you to make a police report concerning the loss, theft or unauthorised use of the Security Information and/or Card.
  - 2.5. Save as provided in Clause 2.7 and Clause 9.7, you shall be liable for all transactions which are conducted through the Electronic Channels using Security Information and/or Card (whether or not the same were conducted or authorised by you), and your liability in connection thereto shall only cease upon such time when a notification is given pursuant to Clause 2.4 and is received and logged by CIMB Bank, and CIMB Bank may, if necessary, debit the relevant Account for such transactions. For the avoidance of doubt, notification pursuant to Clause 2.4, if made by email, shall only be received and logged by CIMB Bank when read by an Officer of CIMB Bank who receives such information in the course of his duties and, if made by telephone shall only be received and logged by CIMB Bank when attended to by an Officer of CIMB Bank who receives such information in the course of his duties.

- 2.6. Upon CIMB Bank's receipt and logging of your notification made pursuant to Clause 2.4, CIMB Bank may suspend your access to the Electronic Channels and the Banking Services until new Security Information and/or Card is issued and the issues are resolved to the satisfaction of CIMB Bank. The right to suspend your access to and use of the Electronic Channels and the Banking Services may be exercised by CIMB Bank at any time if it has reasonable grounds to believe that Security Information and/or Card has been compromised in any way whether or not notification is made pursuant to Clause 2.4.
- 2.7. Notwithstanding anything contained herein and for the avoidance of doubt, you shall be liable for:
- (a) all losses arising from the unauthorised use of the Security Information and/or Card where due wholly or partly to your actions, omissions, fraud, disclosure, abuse or misuse, which are deliberate, negligent or careless;
  - (b) the actual loss which occurred during the period of any delay by you in giving notification under Clause 2.4, except for (i) that portion of the loss incurred on any one day which exceeds the applicable transaction limit or daily payment limit that the account holder and CIMB Bank have agreed to, or (ii) that portion of the total loss incurred which exceeds the amount of funds standing in your Account; and
  - (c) in relation to unauthorised transactions on a protected account (other than a protected account in respect of a credit card, charge card or debit card issued by CIMB Bank), all actual loss arising from an unauthorised transaction where any account user's recklessness was the primary cause of the loss (as determined by CIMB Bank), capped at any applicable transaction limit or daily payment limit that the account holder and CIMB Bank have agreed to.
- 2.8. You shall at all times be responsible for the use of anti-virus software and/or security measures on any personal computer, electronic or telecommunications medium or access device to prevent unauthorised access to your transactions and Accounts via the Electronic Channels. You must implement any procedures, advice, tips, guides or any other security rules prescribed by CIMB Bank whether on the internet, under any other agreement with CIMB Bank or otherwise notified to you by CIMB Bank in any way.
- 2.9. You shall at all times be responsible for your OTP-Token and shall not allow access to your OTP-Token by a third party. You shall promptly report to CIMB Bank the loss of your OTP-Token or any change in your mobile phone number to which CIMB Bank has been instructed by you to send SMS-OTP. You shall notify CIMB Bank promptly if you lose the mobile phone or the SIM card to which CIMB Bank has been instructed by you to send SMS-OTP. In case of such loss, CIMB Bank may stop sending One Time Passwords to you and/or disable the OTP-Token.
- 2.10. You shall acknowledge receipt of your Security Information and/or Card whenever requested to do so by CIMB Bank and failure to provide timely acknowledgement in the form required by CIMB Bank may prevent your access to and use of or continued access to and use of the Electronic Channels and the Banking Services.
- 2.11. You shall ensure that the microprocessor, magnetic stripe and/or data in the Card are not in any way altered or tampered with by any means whatsoever and immediately upon CIMB Bank's request you shall surrender the Card for the purpose of verification, rectification or validation of the data stored in the Card. As the Card remains the property of CIMB Bank, CIMB Bank shall have the right to retain possession of the Card.
- 2.12. CIMB Bank will not be responsible for any damage to the Card once you have accepted it. You are required to keep the Card in a safe place, free from any magnetic source or excessive heat and you are also to ensure that the Card is not bent or defaced which can cause the Card to be damaged. CIMB Bank will issue a new Card to replace a damaged Card upon request. In the event the PIN is forgotten or lost and a new PIN is required, the existing Card will have to be returned to CIMB Bank and cancelled

and a new Card issued with a new PIN. New cards issued are subject to a charge based on the prevailing card replacement fees.

- 2.13. You shall follow every procedural, security and other requirements notified to you by CIMB Bank and/or a Partner Bank regarding the use of the Card and PIN. The use of Card and PIN is at your risk and you assume all risks whether incidental or arising out of the use of the Card and PIN.
- 2.14. CIMB Bank has the right to invalidate your Security Information and/or Card at any time and without prior notice and without being obliged to provide any reason for such invalidation or to respond to any request for information from you. Further CIMB Bank shall not be liable for any loss whatsoever, which you may suffer as a result of such invalidation. CIMB Bank shall inform you as soon as practicable of any such invalidation by way of notification in accordance with Clause 11.1.

### **3. Instructions and Authorisations**

- 3.1. You shall at all times be responsible for all instructions transmitted to CIMB Bank through the Electronic Channels and using your *Clicks* Activation Code, CIMB *Clicks* User ID, Internet Banking Password, OTP-Token, Token PIN, One Time Passwords, PIN, Card and/or Security Information regardless of whether they were made by you or someone purporting to be you and your liability in connection thereto shall only cease upon such time if and when a notification is given pursuant to Clause 2.4 and is received and logged by CIMB Bank. Such instructions shall be irrevocable and binding on you upon transmission. CIMB Bank is under no obligation to make any enquiry or verify such instructions with you to determine its authenticity but CIMB Bank may, at its sole right and discretion, do so for its own purposes. Accordingly, CIMB Bank is entitled to rely on and treat any such instructions as being genuine, regular and having been made, submitted and effected by you and CIMB Bank shall not be responsible or liable for any loss which you may suffer whether directly or indirectly in connection with the same, save as set out in Clause 2.7 and Clause 9.7.
- 3.2. You hereby authorise CIMB Bank to accept, rely on and act upon any instructions made by you through the Electronic Channels including but not limited to withdrawals, Transfers, Payments or other dealings with your Accounts without any further authority by your usage of your *Clicks* Activation Code, CIMB *Clicks* User ID, Internet Banking Password, OTP-Token, Token PIN, One Time Passwords, PIN, Card and/or Security Information. Provided that CIMB Bank does not receive any notification from you pursuant to Clause 2.4 in respect of the relevant instructions, such authorization shall apply whether or not the instructions were in fact made by you or some other person purporting to be you and notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such instructions.
- 3.3. If you discover or have reason to believe that the instructions transmitted to CIMB Bank are neither accurate nor complete you shall inform CIMB Bank immediately in accordance with Clause 8.1.
- 3.4. CIMB Bank shall not be obliged to act on any request to cancel, revoke, reverse or amend any instructions for Payment or Transfer or any other instructions after it has been transmitted to CIMB Bank, even if there is a report or request made pursuant to Clause 3.3. Notwithstanding the foregoing, CIMB Bank may at its sole discretion, cancel, revoke, reverse or amend an earlier instruction provided that your request to cancel, revoke, reverse or amend the same is received in sufficient time before the earlier instruction is executed. For the avoidance of doubt, CIMB Bank may levy a charge upon you for doing so.
- 3.5. CIMB Bank reserves the right to refuse to carry out any instructions given by you for any reason or approve only part of the amount requested for Transfers and/or Payments without assigning any reason, including without limitation, where such instructions are in violation of any of the terms and conditions of this Agreement, are inconsistent with any of CIMB Bank's policies or other rules and regulations as may be in effect from time to time, or in order to verify the authenticity of the instruction.

- 3.6. If CIMB Bank decides to act upon and/or carry out any instructions or is otherwise under an obligation to act upon and/or carry out any instructions, CIMB Bank shall be allowed such amount of time to act upon and implement any instructions as may be reasonable having regards to the systems and operations of CIMB Bank and any other circumstances then prevailing and accordingly CIMB Bank shall not be responsible or liable for any loss arising from any delay on the part of CIMB Bank in acting upon and/or carrying out any such instructions.
- 3.7. Where any instruction is ambiguous, incomplete and/or inconsistent with other instructions, information and/or data, CIMB Bank shall be entitled to rely and act upon and shall not be liable for all transactions carried out in accordance with such instruction in accordance with any reasonable interpretation thereof which any Officer believes in good faith to be the correct interpretation of the same, or refuse to act until CIMB Bank receives a fresh instruction or clarification in such form and manner as is required by CIMB Bank.
- 3.8. Any instructions received from one holder of an Account jointly held by you and another person which can be operated by a single signing authority will be deemed to be genuine and regular instructions pertaining to that Account and CIMB Bank shall be entitled to act on, rely upon and execute such instructions without any liability to the other holder of that Account or to any other persons. However, where prior to acting on such instructions, CIMB Bank receives contradictory or inconsistent instructions from the other holder of that Account, CIMB Bank shall be entitled (but not obliged) to thereafter only act on the mandate of all the holders of the Account in question notwithstanding that any existing instructions specify otherwise.
- 3.9. All instructions given and transactions effected or made by you on any day after the time stipulated by CIMB Bank as the latest time by which such instructions or transactions should be effected or made may, at the election of CIMB Bank, be treated as instructions or transactions given, effected or made on the next Business day immediately following that day.

#### **4. Transfers and Payments**

- 4.1. Transfers and Payments are not final upon receipt of your instructions.
- 4.2. CIMB Bank may request for any additional verification and/or information from you in writing, by facsimile, by phone or otherwise (including but not limited to verification in person at a branch, or by way of any other electronic, internet or mobile communications as CIMB Bank may determine from time to time) prior to the execution of any Transfer or Payment instructions. However, CIMB Bank shall not be responsible or liable for any loss, liabilities, damages, expenses or inconvenience which you may suffer (including any fees or charges you may incur), whether directly or indirectly, as a result of CIMB Bank's failure, omission or otherwise arising out of CIMB Bank's option not to request for such additional verification and/or information.
- 4.3. CIMB Bank may specify limits on the number of transactions you may make using CIMB Bank's Transfer and Payment services and the amounts to be so transferred or paid under the same.
- 4.4. CIMB Bank shall endeavour to execute any Transfer and/or Payment instruction promptly in accordance with your instructions. If such instructions require Payments and/or Transfers to be made on a Business day, regardless of whether such Transfer and/or Payment is being made online in real time or scheduled as a future-dated or a recurring Transfer and/or Payment, CIMB Bank shall determine the time within a given Business day when such instruction shall be effected. CIMB Bank may change such time without notifying you of such change. If a Payment and/or Transfer pursuant to a Standing Instruction is to be effected on a day other than a Business day, such Payment and/or Transfer will take effect on the next following Business day.
- 4.5. CIMB Bank shall be entitled to decline or reject any instructions given by you and shall not be liable for any loss, cost, claims, expense or damage whatsoever or howsoever caused, whether directly or

indirectly, in connection with the Banking Services, including but not limited to a delay or failure to complete or execute a Transfer and/or Payment instruction where:

- (a) You have an insufficient balance in your relevant Account or insufficient overdraft lines of credit to transfer or pay the relevant amounts or to transfer or pay any fees, charges, expenses and interest that may be imposed by CIMB Bank from time to time for the use of the Banking Services;
  - (b) Your relevant Account is made subject to any legal process or other claim restricting such transactions or where the same is/ are otherwise frozen, closed or suspended for any reason whatsoever;
  - (c) The relevant Payee Corporation, VISA International Service Association and/or Mastercard International Incorporated or any other entity which may be involved in a Payment, does not process your Payment promptly and/or correctly or fails, refuses, delays or makes any error in processing such instruction;
  - (d) You have provided CIMB Bank with inaccurate or incomplete instructions or information relating to, among others, the amounts to be paid or transferred and the details of the beneficiary accounts, Payee Cards or Payee Corporations to which such monies are to be transferred or paid to, or the status of the beneficiary account is invalid, frozen, closed or suspended for any reason whatsoever;
  - (e) There is an error in the information or instructions given by you during the course of transmission through the Electronic Channels;
  - (f) You fail, neglect, omit or otherwise choose not to follow the latest or current instructions, procedures and directions for using the Banking Services;
  - (g) CIMB Bank knows or has reason to believe that a fraud, criminal act, offence, or violation of any law or regulation has been or will be committed;
  - (h) Such instruction:
    - (i) may have lapsed or is rendered invalid by CIMB Bank, VISA International Service Association and/or Mastercard International Incorporated or any other entity which may be involved in a Payment);
    - (ii) is not genuine, or is otherwise unclear, improper, vague or doubtful; or
    - (iii) is ambiguous, incomplete or inconsistent with your other instructions, information and data; or
    - (iv) Due to any governmental order, court order, law, levy, tax or exchange restrictions.
- 4.6. Where it is found that you have insufficient funds or an insufficient credit limit for an intended transaction CIMB Bank may reserve the transaction or offset the shortage with funds from any other Accounts you may have with CIMB Bank.
- 4.7. You may cancel the Transfer or Payment service in accordance with Clause 12. Any unprocessed Transfers or Payments will be cancelled on the Business day your cancellation request is processed. If you close any Account for which you have given instructions for Transfers and/or Payments, any unprocessed Transfers or Payments scheduled from that Account or to be paid into that Account will also be cancelled on the day that Account is closed.



- 4.8. Upon carrying out any instruction CIMB Bank shall debit your Account for all charges, fees or other sums payable to CIMB Bank or its agents as may be prescribed by CIMB Bank from time to time, including such amounts, charges or fees chargeable by a Payee Card's issuing bank.
- 4.9. CIMB Bank reserves the right at all times to determine in its sole discretion the priority of any instructions given for Payments or Transfers against cheques presented, standing orders, GIRO or any other existing arrangements with CIMB Bank.
- 4.10. If there are insufficient funds in an Account for two successive months, CIMB Bank may cancel any existing Standing Instruction in relation to such Account.
- 4.11. CIMB Bank may terminate a Standing Instruction at any time by notice in writing to you or without notice at any time after being advised by the beneficiary that no further payment is required.
- 4.12. Any modifications, amendments or cancellations to a Standing Instruction should reach CIMB Bank at least one week before the next recurring Payment or Transfer is due to be made.
- 4.13. Standing Instructions will remain effective notwithstanding your death or bankruptcy/liquidation until notice of such death or bankruptcy/liquidation is received by CIMB Bank, at which time CIMB Bank may stop such Standing Instructions.
- 4.14. CIMB Bank shall not be liable for any delay, error or omission in making a Payment or Transfer pursuant to a Standing Instruction.
- 4.15. Standing Instructions created via an Electronic Channel will terminate if your access to such Electronic Channel is terminated in accordance with Clause 12.
- 4.16. In the event an instruction requires CIMB Bank to purchase another currency (an "FX Transaction"), the rate at which such FX Transaction shall be carried out will be the rate that applies when the FX Transaction is carried out and not the rate that applies when the instruction is submitted. The rates published by CIMB Bank are for indicative purposes only.
- 4.17. Certain instructions such as for telegraphic transfers will not be processed on the Business day on which such instruction is received by CIMB Bank but on one of the following Business days depending on the nature of the instruction. Such instructions will be processed manually.
- 4.18. Certain instructions such as Transfers to a CIMB Bank branch in Malaysia will be processed electronically but will be effected only when rates for FX Transactions are available and when the counter-party's systems are available for such Transfers.
- 4.19. The rates for FX Transactions via the Electronic Channels are non-negotiable. CIMB Bank shall determine the rates to apply when such FX Transactions are processed.
- 4.20. You shall at all times be responsible for ensuring that the beneficiary's account details or Payee Card details contained in your instructions are correct and CIMB Bank shall not be liable in any way should such details be wrong, inaccurate or incomplete in any way or if money from an Account is sent to an account other than the intended beneficiary's account.

## **5. Your Responsibility and Undertakings**

- 5.1. You shall, at all times and at your own risk and expense, be responsible for obtaining and using the necessary internet browser and/or any other hardware and/or software necessary including any new and recent versions thereof, which is necessary to obtain access to the internet and CIMB Clicks.
- 5.2. You shall observe all security measures in relation to your Accounts and the terms and conditions governing the use of and access to the Banking Services as specified in this Agreement or as prescribed

by CIMB Bank from time to time and any other rules and regulations, policies or guidelines as may be in force in relation thereto.

- 5.3. You shall furnish CIMB Bank with complete, accurate and timely data, information and instructions in relation to or in connection with any transactions made through the Electronic Channels.
- 5.4. You shall at all times observe and abide by the terms and conditions of this Agreement and any other agreement between CIMB Bank and you and any other rules, regulations, policies and guidelines from time to time in force.
- 5.5. You shall not interfere with the access to and use of the Electronic Channels and the Banking Services by other customers and you shall not access and use the Electronic Channels and Banking Services for any purpose other than conducting authorised transactions pertaining to your Accounts. You shall also not hack, gain unauthorised access or attempt to hack or attempt to gain unauthorised access, whether directly or indirectly, into CIMB *Clicks*, any other customer's accounts and/or the Banking Services for any purpose whatsoever.
- 5.6. You shall observe all reasonable propriety and etiquette in your communications with CIMB Bank and shall not communicate any obscene or defamatory information to CIMB Bank whether through the Electronic Channels or otherwise.
- 5.7. You shall keep yourself informed and updated of CIMB Bank's applicable policies and practices and other terms applicable to your Accounts and the Banking Services as may be provided by CIMB Bank to you or published by CIMB Bank from time to time.

## **6. Fees and Charges**

- 6.1. Notwithstanding your obligations to pay any fees and charges under any agreement relating to your Accounts, you shall pay to CIMB Bank all fees, commissions and all other charges at such rates and in such manner as CIMB Bank may impose from time to time with respect to your use of or access to any of the Banking Services.
- 6.2. CIMB Bank may at any time and upon written notice to you change such fees, commissions and charges referred to in Clause 6.1 above. Should you not accept any fees or charges, you shall cease to use the Banking Service to which such fees or charges relate. Your continued use of the Banking Service to which such fees or charges relate shall be deemed as your agreement and binding acceptance of the same.
- 6.3. CIMB Bank may debit your Accounts for the payment of any fees and charges imposed pursuant to this Agreement including any government charges, stamp duties or taxes payable as a result of your access to and use of the Electronic Channels and the Banking Services. CIMB Bank may exercise this right even if your Account would be overdrawn as a consequence and you shall be liable for any fees and/or charges imposed in this connection.
- 6.4. All fees and charges including but not limited to telephone and telecommunication charges relating to your access and connection to CIMB *Clicks* and the internet and any fees and charges imposed by any Network Service Provider shall be borne solely by you and CIMB Bank shall neither be responsible nor liable in relation thereto.

## **7. Disclosure of Information**

- 7.1. You hereby expressly authorise and permit CIMB Bank, its agents and other persons (who by reason of their scope of work, capacity or office have access to your Accounts, transactions and/or personal details) to divulge, reveal and/or otherwise disclose any and all particulars and information relating to yourself or your Accounts or any transactions or dealings between you and CIMB Bank:

- (a) To any of its subsidiaries, affiliates, business partners and/or any other persons to the extent necessary to complete, verify or restrict a transaction or instruction;
- (b) To any person or organization in order to comply with laws, regulations, government agencies and authorities in Singapore and elsewhere including court orders, requests and/or investigations;
- (c) To verify the existence and condition of your Accounts for a third party such as a credit bureau or merchant;
- (d) To any person or organization in order to provide services relating to your Accounts or to offer other facilities, products and services unless you duly inform CIMB Bank otherwise;
- (e) In connection with examination by banking authorities;
- (f) To protect and defend CIMB Bank and its property;
- (g) To protect the interest of the public including but not limited to the detection of crimes and the apprehension of criminals;
- (h) To any person or organisation participating in the provision of electronic or, without limitation, other services in connection with banking services or usage or loyalty benefits made available or utilised by you, whether in Singapore or outside Singapore for the purpose of the operation of the said services, including but not limited to investigating discrepancies, errors or claims;
- (i) To any of CIMB Bank's related corporations (as such term is defined in the Companies Act, Chapter 50 of Singapore) for risk management purpose, for monitoring credit exposures across the CIMB Bank Group to you and for cross-selling purposes.;
- (j) To any government agency or authority or courts of any jurisdiction where any of CIMB Bank's overseas branches is situated;
- (k) To any person or organisation for the purpose of collecting or recovering on CIMB Bank's behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to CIMB Bank from you;
- (l) To banks, credit or charge card companies or merchants (including in connection with credit or charge card enquiries, or for verifying the information provided by you);
- (m) To outsourced agents appointed by CIMB Bank for certain functions or activities, including for the purpose of making, printing, mailing, storing microfilming and/or filing personalised cheques, statements of accounts, cards, labels, mailers or any other documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;
- (n) To any information garnering or processing organisation or department or consultant conducting surveys or analyses or developing system applications on CIMB Bank's behalf;
- (o) To any person or organisation for the purpose of marketing or promoting any services or products;
- (p) To VISA International Service Association, Mastercard International Incorporated and their related entities or other relevant third party card processors as CIMB may support from time to time;
- (q) To any merchant;

- (r) To any main or supplementary cardholder of a Payee Card;
  - (s) To any potential assignee or transferee of the CIMB Bank's interest herein; and
  - (t) Any person or organization where the Bank in good faith deems it reasonable to make such disclosure.
- 7.2. You authorise CIMB Bank to procure any information concerning yourself from any person or any entity as CIMB Bank may in good faith deem fit in connection with your Accounts or the Banking Services and authorise the disclosure by such person of any information concerning yourself required by CIMB Bank.
- 7.3. In submitting to CIMB Bank any application, instructions or in continuing with the Accounts or the use of the Banking Services, you shall be deemed to have conferred upon CIMB Bank in such application or by such conduct as the case may be your due authorisation and permission for such disclosure in accordance with the terms hereof.
- 7.4. Though CIMB Bank shall endeavour to ensure the security of information which is transmitted through the Electronic Channels, CIMB Bank does not make any warranties in respect of the same and you hereby accept the risk associated with the use of the Electronic Channels including but not limited to the risk that all information transmitted through the Electronic Channels may be accessed by unauthorised persons and accordingly CIMB Bank shall not be responsible or liable for any such unauthorised access or theft of information or any loss resulting directly or indirectly therefrom.

## 8. Error Reporting and Enquiries

- 8.1. Should you wish to report any error or make any queries or complaints in relation to the Electronic Channels and the Banking Services, you may write in to, email or call CIMB Bank at the following address and contact number:

**CIMB Bank Berhad (13491-P)**

ADDRESS : 50 Raffles Place #09-01 Singapore Land Tower Singapore 048623

TEL : +65 6333 7777

E-MAIL : [AtYourService@cimb.com](mailto:AtYourService@cimb.com)

**For CIMB Cardmembers only**

TEL : +65 6333 6666

E-MAIL : [sg.cardcentre@cimb.com](mailto:sg.cardcentre@cimb.com)

All telephone calls made to the above telephone number shall be logged by CIMB Bank.

- 8.2. You shall be required to disclose to CIMB Bank all relevant information relating to any report, query or complaint but you shall not disclose your *Clicks* Activation Code, CIMB *Clicks* User ID, Internet Banking Password, Token PIN, One Time Passwords and/or PIN to any Officer.
- 8.3. Where any communication involves your sensitive or confidential information whether in relation to your Accounts or any transactions made in relation thereto or otherwise, you should not communicate such information by email (not being secure as the Secure Messaging Service). Should you do so you shall assume all risks associated with email communication and shall not hold CIMB Bank responsible or liable for the security of such information or any loss suffered in relation thereto.
- 8.4. If CIMB Bank requests you to make your report, complaint or query in writing, you shall do so within 10 Business days of the request. If no such written report, query or complaint is received by CIMB Bank within such period of time, CIMB Bank may not conduct an investigation into and answer your report, query or complaint.

- 8.5. CIMB Bank shall endeavour to investigate the report or complaint or answer the query as soon as practicable or in any case within 10 Business days of receipt of such report, query or complaint or where a written report, query or complaint is requested by CIMB Bank, within 10 Business days of receipt of such written report, query or complaint.
- 8.6. If CIMB Bank requires more time to conduct its investigation, CIMB Bank shall extend the period stated in Clause 8.5 to such reasonable period as it deems necessary which shall as far as reasonably possible not exceed 30 days from the date of receipt of such report, query or complaint or where a written report, query or complaint is requested by CIMB Bank, within 30 days of receipt of such written report, query or complaint.
- 8.7. You shall co-operate and assist CIMB Bank in the conduct of its investigations.
- 8.8. Upon the completion of an investigation, CIMB Bank shall make reasonable endeavours to correct any error and to make the necessary adjustments to your Accounts and notify you of the adjustments made pursuant thereto (if any).

## 9. Exclusions of Liability

- 9.1. CIMB Bank does not make any warranties or representations of any kind whatsoever with respect to Electronic Channels and the Banking Services provided by CIMB Bank, whether express or implied and shall not be responsible or liable for any loss whatsoever howsoever arising whether in tort, contract or otherwise, in relation to the provision of the Electronic Channels and the Banking Services whether suffered by you or any other person with the exception of loss which is wholly caused by the fraud or gross negligence of CIMB Bank .
- 9.2. Without limiting the generality of Clause 9.1 but subject to Clause 9.7, CIMB Bank shall not be liable for any loss suffered by you or any other person caused by or arising from one or more of the following events or matters howsoever caused or incurred:
  - (a) Any malfunction, defect in, breakdown, disruption and/or failure of any telecommunications, computer, terminal, server, device, software, hardware and/or system whether or not owned, operated or maintained by you, CIMB Bank or any other person, including but not limited to the failure of any such equipment or system to accept, recognise or process any *Clicks* Activation Code, CIMB *Clicks* User ID, Internet Banking Password, OTP-Token, Token PIN, One Time Passwords, PIN, Card or instruction.
  - (b) Any malfunction, breakdown, disruption and/or unavailability of CIMB *Clicks* or any portion thereof, howsoever arising.
  - (c) Any of the Banking Services not being accessible, available or functioning.
  - (d) Any failure or delay caused by your internet browser or other software, computer virus or related problems.
  - (e) The corruption, destruction, alteration, loss of or error in your instructions or any data or information in the course of transmission to or from CIMB Bank through the internet.
  - (f) Any intrusion, interference or attack by any person, computer virus or other harmful components or deleterious programs or files (including, without limitation, those commonly known as Trojan horses, worms and macros).
  - (g) Any loss, theft or unauthorised use of your *Clicks* Activation Code, CIMB *Clicks* User ID, Internet Banking Password, OTP-Token, Token PIN, One Time Passwords, PIN and/or Card.

- (h) Any purported access to and use of the Banking Services, your *Clicks* Activation Code, CIMB *Clicks* User ID, Internet Banking Password, OTP-Token, Token PIN, One Time Passwords, PIN and/or Card as well as any other software or hardware provided by CIMB Bank to you, if any.
  - (i) Any unauthorised access and/or use of the Banking Services by any person.
  - (j) Any prohibition, suspension, delay or restriction of your access to CIMB *Clicks* by the laws and regulations of any country from which you access CIMB *Clicks*.
  - (k) Any prohibition, suspension, delay or restriction of your access to CIMB *Clicks* caused by, relating to or in connection with your Network Service Provider.
  - (l) Any inaccuracy or incompleteness of information, data or instructions given by or to you in relation to any transactions or the performance of any transactions or otherwise in relation to the provision of any of the Banking Services.
  - (m) Your failure, neglect or omission to maintain sufficient funds in the relevant Accounts to perform any of your instructions.
  - (n) Your inability to perform any transactions due to limits set by CIMB Bank from time to time.
  - (o) Your failure, neglect or omission to act in accordance with the terms and conditions of this Agreement and any other rules, regulations, policies and guidelines currently in force.
  - (p) Any delay in the delivery or non-delivery of any documents or materials, whatsoever, under this Agreement.
  - (q) Any event, the occurrence of which is beyond CIMB Bank's control including, but not limited to electronic, mechanical system, data processing or telecommunication defect or failure, fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply or any fraud or forgery.
  - (r) Any loss which is caused by third parties.
  - (s) The rejection of your Card or PIN by a merchant or any terminal used to process card transactions or if CIMB Bank refuse for any reason to authorise any transaction using your Card.
  - (t) Any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card.
  - (u) The consequences of the failure of any attempted transaction in respect of a type of account not permitted under this Agreement.
- 9.3. CIMB Bank shall neither be responsible nor liable to you in any respect for any loss caused by or arising from CIMB Bank's execution or implementation of your instructions or any matter arising therefrom.
- 9.4. CIMB Bank shall not in any event be responsible or liable to you for any indirect or consequential loss suffered by you or any other person as a result of the provision of the Electronic Channels and the Banking Services.
- 9.5. CIMB Bank is not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card and CIMB Bank shall not be responsible for any benefits, discounts or programs of any merchant that is made available to you. Notwithstanding the non-delivery or non-performance or defects in any such goods and services you shall pay CIMB Bank the full amount shown in the relevant statement.

- 9.6. CIMB Bank is not liable in any way should you be unable to access CIMB *Clicks* or any part thereof, the rejection of your transactions, or the incorrect processing of your transactions as a result of your failure to maintain your account with the Network Service Provider or your failure to obtain or use the necessary internet browser and/or other hardware and/or software including but not limited to any failure to upgrade the relevant internet browser and/or hardware and/or software or to use the new and recent versions of the same as may be required by CIMB Bank.
- 9.7. Notwithstanding anything contained in these terms and conditions, the account holder of a protected account (other than a protected account in respect of a credit card, charge card or debit card issued by CIMB Bank) is not liable for the following:
- (a) loss arising from an unauthorised transaction if CIMB Bank is satisfied that the loss arises from any action or omission by CIMB Bank and does not arise from any failure by any account user to comply with these terms and conditions, or any security measures, instructions or advice issued by CIMB Bank from time to time; and
  - (b) loss arising from an unauthorised transaction that does not exceed S\$1,000, if CIMB Bank is satisfied that the loss arises from any action or omission by any independent third party and does not arise from any failure by any account user to comply with these terms and conditions, or any security measures, instructions or advice issued by CIMB Bank from time to time.

## **10. Variation**

- 10.1. CIMB Bank may by notice to you vary this Agreement. Such variation shall take effect on the date specified by CIMB Bank in such notice or, where no such date is specified, on the date falling 30 days from when you receive the notice.
- 10.2. If you continue to use CIMB *Clicks* after the effective date of any variation of this Agreement you shall be deemed to have accepted such variation of this Agreement and to have agreed to be bound by the same.
- 10.3. CIMB Bank may without notice to you and with immediate effect vary this Agreement where changes or amendments are necessitated by an immediate need to restore or maintain the security of a transaction or any of the Electronic Channels, Banking Services and/or your Accounts.

## **11. Notices**

- 11.1. Unless otherwise specified herein to the contrary, all notices and communications by CIMB Bank may be given by CIMB Bank in any one of the following ways:
- (a) By A.R registered post to your last known address in CIMB Bank's records.
  - (b) By ordinary post to your last known address in CIMB Bank's records.
  - (c) By facsimile, email or other forms of instantaneous communication to your last known contact number or email address in CIMB Bank's records.
  - (d) By display at CIMB Bank's premises, including those of its branches.
  - (e) By display on the screen upon access to CIMB Bank's website or CIMB *Clicks*.
  - (f) By any other manner as CIMB Bank deems fit.

- 11.2. All notices and communications sent by CIMB Bank to you, shall, unless otherwise specified herein or in the said notice or communication, be deemed to have been received and effective as follows:
- (a) If by A.R registered post, upon receipt of a duly signed A.R card.
  - (b) If by ordinary post, two days after posting.
  - (c) If by facsimile, email or other instantaneous communication, when dispatched.
  - (d) If by display (whether at CIMB Bank's premises or on CIMB Bank's website or CIMB Clicks) upon such display being made.
- 11.3. All notices and communications from you to CIMB Bank shall unless otherwise specified herein, be in writing, signed by you and sent to CIMB Bank at CIMB Bank's address as specified herein or any other address as may be notified to you from time to time.
- 11.4. All notices from you to CIMB Bank shall be effective only upon CIMB Bank duly recording the same in its records.
- 11.5. CIMB Bank may choose to accept notices and communications given over the telephone and in such case CIMB Bank is entitled to assume that such notices and communications were in fact given by you. Any non-written notices or communications shall be given to CIMB Bank at your risk and CIMB Bank shall not be responsible for any loss or damage that you may suffer as a result of such notices or communications.

## **12. Termination, Suspension and Cancellation**

- 12.1. CIMB Bank may suspend, terminate or restrict your Accounts and/or your access to the Electronic Channels and/or the Banking Services or any part thereof at any time and without assigning any reason by giving 7 days prior notice to you and without any liability whatsoever to you or any third party for doing so.
- 12.2. Notwithstanding the generality of Clause 12.1, CIMB Bank may suspend, terminate or restrict your Accounts and/or your access to the Electronic Channels and/or the Banking Services or any part thereof immediately upon giving you notice and without liability whatsoever to you or any third party for doing so if:
- (a) You cease to maintain an Account with CIMB Bank which can be accessed via the Electronic Channels;
  - (b) You breach any term, condition or provision of this Agreement or laid down by any legal, regulatory or other authority or body relevant hereto;
  - (c) You fail to pay any fees or charges when due;
  - (d) You have provided CIMB Bank with false or incomplete information for your access to or use of the Banking Services;
  - (e) You become, threaten or resolve to become or is in jeopardy of becoming subject to any form of insolvency administration; or
  - (f) In CIMB Bank's opinion it is in the public interest to do so.



- 12.3. You may terminate your Accounts and/or your access to and use of the Electronic Channels and/or the Banking Services or any part thereof at any time by giving at least 14 days' prior written notice to CIMB Bank.
- 12.4. Upon termination of your Deposit Account CIMB Bank shall remain entitled to debit your Deposit Account for overdraft charges as well as Retail Purchasing transactions that are carried out before or after the termination of your Deposit Account. Until such transactions and overdraft charges that may be imposed are paid in full, you (and any other person in whose name the Deposit Account is maintained) shall remain liable to CIMB Bank.
- 12.5. The termination of your Accounts and/or access to and use of the Electronic Channels and/or the Banking Services or any part thereof does not affect your liability or obligations in respect of instructions received by CIMB Bank prior to such termination that have been processed or are being processed by CIMB Bank after such termination. However, upon such termination CIMB Bank will be under no obligation to process or complete processing instructions received prior to such termination.
- 12.6. Upon termination of your Accounts and/or access to and use of the Electronic Channels and/or the Banking Services or any part thereof you shall not use or attempt to use, as appropriate, the *Clicks* Activation Code, CIMB *Clicks* User ID, Internet Banking Password, OTP-Token, Token PIN, One Time Passwords, PIN, Card and any other information related to the security of your access to and use of the Electronic Channels and the Banking Services.
- 12.7. CIMB Bank may at any time suspend, add, withdraw, cease, or change the frequency and manner of use of the Electronic Channels, the Banking Services, transaction limits, operating hours, types of facilities and services available through the Electronic Channels, and CIMB Bank shall not be responsible for any loss you or any third party may incur in connection with the foregoing.

### **13. Indemnity**

- 13.1. You will fully indemnify and hold harmless CIMB Bank and its related corporations against any liability, loss, damage, including (without limitation) solicitor and client costs and expenses (legal or otherwise) which CIMB Bank may sustain or incur, directly or indirectly, by reason of CIMB Bank having made available to you the Electronic Channels and Banking Services or any part thereof or having entered into this Agreement with you or the enforcement of CIMB Bank's rights under this Agreement or in acting upon any instructions which you may give in relation to the Electronic Channels and Banking Services or any negligence, fraud and/or misconduct on your part or on the part of any agents or representatives of yours or your breach of this Agreement.
- 13.2. Your obligation to indemnify CIMB Bank shall survive the termination of your Accounts and/or access to and use of the Electronic Channels and/or the Banking Services or any part thereof.

### **14. General Lien**

- 14.1. In addition and without prejudice to any right which CIMB Bank may have under law or otherwise, all funds, instruments and other property belonging to you in the possession or control of CIMB Bank shall be subject to a general lien in favour of CIMB Bank in respect of all sums or other liabilities now or at any time hereafter due, owing or incurred by you to CIMB Bank on the Accounts or on any of the Banking Services, or otherwise in any manner whatsoever, in any currency, whether actual or contingent, joint or several and CIMB Bank may apply the proceeds thereof in settlement of those sums and liabilities.

### **15. Evidence**

- 15.1. You shall not dispute the validity, accuracy or authenticity of any evidence of your instructions and/or communications transmitted between CIMB Bank and you, including but not limited to, any evidence in the form of CIMB Bank's computer records such as telephone logs, transaction logs, magnetic tapes,

cartridges, computer printouts and any other form of information and data storage and accordingly, such evidence shall be conclusive of your instructions and/or communications transmitted between CIMB Bank and you.

- 15.2. All your instructions and/or communications transmitted between CIMB Bank and you and which meet the operating standards and requirements of CIMB Bank shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

## **16. Set-off and Consolidation**

- 16.1. CIMB Bank shall be entitled at any time and without notice to you to combine or consolidate all or part of the monies in your Accounts (whether matured or not) and/or appropriate, set off or transfer any sums standing to the credit of Accounts (whether matured or not), and where required, earmark any amount credited or expected to be credited into your Accounts towards the repayment of sums owed by you to CIMB Bank regardless of whether Accounts and/or your access to and use of the Electronic Channels and/or the Banking Services or any part thereof has been terminated or whether the balance owed to CIMB Bank has become due or payable, and shall be entitled to refuse any withdrawals from your Accounts where such Accounts are earmarked for sums owing to us until such sums are paid in full.
- 16.2. Where any set off or consolidation undertaken by CIMB Bank involves the conversion of one currency to another, CIMB Bank shall make the necessary conversion at CIMB Bank's prevailing currency exchange rates. Any losses that may arise from such conversion shall not be recoverable from CIMB Bank.

## **17. Statements, Confirmation and Advice**

Where CIMB Bank sends or delivers to you a statement, confirmation or advice (whether in physical or electronic form), you shall verify each and every such statement, confirmation or advice and shall give CIMB Bank written notice of any error or omission in any such statement, confirmation or advice within 14 days from the date of the said statement, confirmation or advice. Where no such notice is received by CIMB Bank within the said 14 days, such statement, confirmation and advice shall as against you be deemed as true, correct and accurate and shall be conclusive evidence of the matters stated therein.

## **18. Updating of Your Particulars**

You shall promptly notify CIMB Bank in writing or by other means acceptable to CIMB Bank of any changes in your personal particulars and CIMB Bank shall be entitled to assume that there have been no such changes until CIMB Bank has received such notice from you.

## **19. Secure Messaging Service**

- 19.1. The Secure Messaging Service shall be used by you only for the transmission of messages related to your Accounts and the Banking Services and not for any other purpose.
- 19.2. Any data, information or instructions that you communicate or transmit via the Secure Messaging Service shall, unless otherwise expressly stated by you, be deemed as true, accurate and complete and CIMB Bank shall be entitled but not obliged to rely on and where necessary act upon any such data, information or instructions without being liable in relation thereto.
- 19.3. For the avoidance of doubt CIMB Bank shall not be obliged to act on any instructions or message sent through the Secure Messaging Service or otherwise.

## **20. ATM cards and PIN**

- 20.1. Upon the approval of your application, CIMB Bank shall issue you a PIN and a Card which may, at your own risk, be sent to you or collected by you at your request. CIMB Bank shall not be liable if for any reason an unauthorised person obtains possession of the PIN and/or Card. Upon receipt of your Card, you should sign the Card if you intend to use it. By doing so, you will be bound by the terms and conditions of this Agreement.
- 20.2. You may use your Card in the manner and for the purposes prescribed by CIMB Bank from time to time. The Card is not transferable and no other person is allowed to use the Card and/or PIN. CIMB Bank may determine at its sole discretion the facilities that you may utilize using your Card and PIN and the locations where such facilities can be accessed. CIMB Bank may change such facilities and locations without giving you notice.
- 20.3. The Card shall remain the property of CIMB Bank at all times and you shall surrender the Card to CIMB Bank immediately upon request without further use after such a request.
- 20.4. You shall not pledge the Card or use it in any other way as security for credit or other such facilities.
- 20.5. You shall not hold CIMB Bank and its Officers liable, responsible or accountable in any way whatsoever in the event of loss, injury or damage arising from your use of a Card or arising from any mechanical defect or malfunction of an ATM, interruption or loss of power supply to the ATM or for any other reason whatsoever.
- 20.6. If a Card is lost, stolen, damaged or otherwise incapable of being used, CIMB Bank may upon your written request issue a new Card and PIN upon such terms and conditions as CIMB Bank deems fit and against such indemnity that CIMB Bank may require from you. A replacement fee is payable by you for the new Card and PIN issued to you.
- 20.7. CIMB Bank may issue additional Cards to you or to the person who is the co-holder of an Account jointly held by you and such person provided the terms of the Account allow either you or such person to independently operate the Account. Both you and such person shall be bound by this Agreement and shall be jointly and severally liable herein.

## **21. Withdrawals from the ATM**

- 21.1. Withdrawals from the ATM shall be subject to the availability of sufficient funds in your Account and the following limits:
  - (a) Any lower limit chosen by you; or
  - (b) Any other limit set by CIMB Bank or a Partner Bank from time to time.

The limit in (b) may be changed without seeking your consent.

- 21.2. For the purpose of computing the daily limit of withdrawals from an Account jointly held by you and another person where one or more Cards are issued in respect of such Account, the daily limit of withdrawals using such Cards is, subject to the availability of funds in the Account, the aggregate of the daily limits imposed on or chosen by you in respect of each Card or any other limit set by CIMB Bank or a Partner Bank from time to time which may be changed without seeking your consent.

## **22. Spending Limit for Retail Purchasing**

- 22.1. CIMB Bank may set a spending limit (the "Spending Limit") for Retail Purchasing which may be changed without notice to you. The Spending Limit shall apply unless the limit set by you for withdrawals from your Account through the ATM is lower than the Spending Limit set by CIMB Bank in which case such lower limit set by you shall be the Spending Limit for Retail Purchasing.

- 22.2. CIMB Bank may set aside, or place a hold on, monies in your Account in respect of any Retail Purchasing transaction on the day such transaction is presented to CIMB Bank for payment or on the day CIMB Bank receives notice of such transaction. Such monies set aside or held is only an estimate of the actual costs involved in the transaction and may not be identical to the actual costs involved in the transaction. Should CIMB Bank set aside or hold monies in your Account, the balance in your Account shall be reduced by the amount of such monies that are set aside or held by CIMB Bank. You may not stop payment on such transaction or use any monies set aside or held by CIMB Bank. Where applicable, CIMB Bank may set aside or hold such monies for up to 10 days after which CIMB Bank shall debit your Account for the full amount of the transaction. In case the monies set aside or held is insufficient to settle the actual costs involved in the transaction and there are insufficient funds in your Account to make up the shortfall, CIMB Bank shall be entitled (but not obliged) to recover such shortfall and, in such case, interest at CIMB Bank's prevailing rate for overdraft facilities shall be charged to you.
- 22.3. The total charges incurred under your Account shall not exceed the Spending Limit. You shall not effect or attempt to effect any Retail Purchasing transaction that would result in the Spending Limit being exceeded. CIMB Bank may at its sole discretion refuse to authorise any Retail Purchasing transaction that you wish to effect even if such transaction would not cause the Spending Limit to be exceeded.

### **23. The Deposit Account**

- 23.1. Your Deposit Account shall be of a type of account approved by CIMB Bank.
- 23.2. CIMB Bank may debit your Deposit Account for all authorised Retail Purchasing transactions. In addition, CIMB Bank may debit your Deposit Account for unauthorised Retail Purchasing transactions where pursuant to the terms of this Agreement you are responsible for such transactions. CIMB Bank shall re-credit your Deposit Account with a sum equal to the sum debited from your Deposit Account where it is subsequently established that you are not liable for the Retail Purchasing transaction.
- 23.3. CIMB Bank may allow your Deposit Account to be overdrawn and may charge an overdraft charge based on the amount of the overdrawn balance existing at any time on your Deposit Account. CIMB Bank may debit the overdraft charge to your Deposit Account monthly or at such other intervals as CIMB Bank may determine.
- 23.4. Should CIMB Bank approve your request to replace your Deposit Account with another Account, the account chosen by you shall become the Deposit Account. The change shall take effect from any date that CIMB Bank may determine. Until the change takes effect, this Agreement shall continue to apply to any Retail Purchasing transactions for which monies have been set aside or held in the original Deposit Account.
- 23.5. Notwithstanding any other agreement relating to the Deposit Account either with you alone or with any other person, CIMB Bank shall be entitled to retain the balance on your Deposit Account for up to 90 days after the date when your Deposit Account is closed or terminated (whether by you or by CIMB Bank). CIMB Bank's rights under this Agreement shall not cease after the termination of the Deposit Account and CIMB Bank shall have the right to continue debiting your Deposit Account with overdraft charges (if any) and/or Retail Purchasing transactions effected before or after the closure or termination of the Deposit Account. Your liability (and the liability of all other persons, if any, in whose name the Deposit Account is maintained) to CIMB Bank under this Agreement for any balance due to CIMB Bank shall continue notwithstanding any closure or termination of the Deposit Account.
- 23.6. In the event CIMB Bank is unable for whatever reason to retain the balance on your Deposit Account or to continue debiting your Deposit Account with overdraft charges (if any) and/or Retail Purchasing transactions effected before or after the closure or termination of the Deposit Account, you shall pay to CIMB Bank on demand a sum of money equal to the sum of money that would have been so retained or debited had CIMB Bank been able to retain the balance on your Deposit Account or to continue debiting your Deposit Account with overdraft charges (if any) and/or Retail Purchasing transactions effected before or after the closure or termination of the Deposit Account.

## 24. Miscellaneous

- 24.1. If an Account has insufficient available funds to meet any request for payment of monies or to satisfy any liability, CIMB Bank may (but is not bound to) grant you credit to meet such payment or liability. You undertake to pay interest and charges at such rates or amounts as determined by CIMB Bank.
- 24.2. Where a transaction or the debiting or crediting of an Account in connection with a transaction requires the conversion of one currency into another, CIMB Bank shall effect such conversions at CIMB Bank's prevailing currency exchange rates.
- 24.3. If GST is charged on any payment, you will pay such GST in addition to all sums payable and indemnify CIMB Bank against any payment it is required by law to collect and make in respect of such GST. CIMB Bank may debit your Account for such GST including default interest payable in the same manner as may be provided in this Agreement or in any other agreement for credit facilities and/or any other charges as CIMB Bank may prescribe from time to time even if such debiting results in the Account becoming overdrawn.
- 24.4. Some or all of the Electronic Channels and the Banking Services may be shut down for a period of time each day for maintenance purposes and for such period of time you will not be able to access these Electronic Channels and the Banking Services.
- 24.5. The information pertaining to your Accounts at any given time available through the Electronic Channels may not reflect or indicate transactions that are yet to be processed and updated and therefore such information should not be taken as conclusive of your Account balance and transaction history with CIMB Bank.
- 24.6. Your access and use of the Banking Services from outside of Singapore may be subject to, among other things:
- (a) Fiscal or exchange control requirements of the country from where the transaction is effected or requested; and
  - (b) Other relevant laws and regulations of Singapore and the country where the transaction is effected or requested.
- CIMB Bank shall not be liable for the consequences of your failure to comply with such requirements, laws and/or regulations.
- 24.7. You shall not use the Electronic Channels and the Banking Services for withdrawal or transfer of funds unless there are sufficient funds in your Accounts for such purpose.
- 24.8. Transactions using the Card in foreign currency shall be converted to Singapore dollars based on the prevailing wholesale currency market rates or the government-mandated rate, as shall be determined by the respective card associations and/or their related entities. The rate used for the conversion may be different from the rate in effect on the date of the transaction due to market fluctuation. All transactions in foreign currency are subject to a charge imposed by the respective card associations, either as a reimbursement charge representing the charge imposed on CIMB Bank or as a direct charge to you. An administrative fee for services provided or actions taken by CIMB Bank in relation to such foreign currency transactions shall be payable by you and debited to your Deposit Account.
- 24.9. Transfers or Payments via CIMB *Clicks* in foreign currency shall be converted to Singapore dollars based on the prevailing rates as shall be determined by CIMB Bank and/or their related entities. The rate used for the conversion may be different from the rate in effect on the date of the transaction due to market fluctuation. An administrative fee for services provided or actions taken by CIMB Bank in relation to such foreign currency transactions, if any, shall be payable by you and debited to your Deposit Account.

24.10. CIMB Bank may provide additional services, benefits or programs in connection with the use of your Cards. Such additional services do not form part of CIMB Bank's legal relationship with you and CIMB Bank may withdraw or change these services at any time without notice to you. These additional services, benefit or programs may be subject to their own terms and conditions.

24.11. Should you make any arrangement with any financial institution for the credit of your Deposit Account, whether at regular intervals or otherwise, and should your Deposit Account be terminated and replaced with another Deposit Account whether because of loss of your Card or otherwise, such arrangement shall continue in relation to your new Deposit Account as from the date when the first Statement with respect to the new Deposit Account is sent to you.

## **25. Waiver and Illegality**

25.1. A failure or delay on the part of CIMB Bank in exercising any right, power, privilege or remedy under this Agreement upon any default on your part shall not impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default. No waiver shall be valid unless made in writing by CIMB Bank. Any waiver by CIMB Bank shall not operate as a waiver of any subsequent default by you.

25.2. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

## **26. Jurisdiction and Governing Law**

This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of Singapore but in enforcing this Agreement CIMB Bank is at liberty to initiate and take actions or proceedings or otherwise against you in the Republic of Singapore or elsewhere as CIMB Bank may deem fit and you hereby and you hereby irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.

## **27. Contracts (Rights of Third Parties) Act**

A person who is not a party to these Terms and Conditions may not enforce any of its terms under the Contracts (Rights of Third Parties) Act (Chapter 53B) (as may be amended or substituted from time to time).

**CIMB Bank Berhad (13491-P)**