

# CIMB PLATINUM BUSINESSCARD TERMS & CONDITIONS

**Important notice: You are advised to read and understand this Platinum BusinessCard Terms and Conditions before you decide to apply, and if you do not understand any part of these terms and conditions you may seek the Bank's clarification on such terms and conditions. These Platinum BusinessCard Terms and Conditions are also available on the Bank's website at [www.cimb.com.my/business](http://www.cimb.com.my/business).**

By signing the nomination form and/or using the Card and in consideration of the Bank agreeing to make available the facilities offered by the Card to the Corporation and the Cardholder, the Corporation and the Cardholder agree to be bound by this Agreement.

## DEFINITIONS

1. In this Agreement, unless otherwise distinguished:

- (a) **"Adequate Prior Notice"** means the notice period of fourteen (14) calendar days, which shall be deemed to be adequate notice to the Corporation and Cardholder;
- (b) **"Agreement"** means the Platinum BusinessCard Terms and Conditions, Cash Rebate Terms and Conditions, Travel Personal Accident Insurance Terms and Conditions, Terms and Conditions for Email Statement Delivery to Cardholder (if applicable), any other agreement between the Corporation, the Cardholder and the Bank and as supplemented or amended from time to time;
- (c) **"ATM"** means an automated teller machine;
- (d) **"Bank"** means CIMB BANK BERHAD [Registration No. 197201001799 (13491-P)] having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and place of business at Level 2, Menara SBB, 83 Medan Setia 1, Plaza Damansara, Bukit Damansara, 50490 Kuala Lumpur and includes its successors-in-title and assigns;
- (e) **"Billing Currency"** means the billing currency in Ringgit Malaysia and includes its abbreviation **"RM"**;
- (f) **"Card"** means MasterCard Platinum Business credit card or other Mastercard credit card issued by the Bank under the categories of Platinum BusinessCard or such other categories or brands which the Bank may introduce or replace from time to time and shall include any Card issued in affiliation or association with any third party and/or Card issued under any product or selected names or references where the context so permits;
- (g) **"Cardholder"** means authorised nominees named on the Card and shall include its heir, personal representative and successor-in-title;
- (h) **"Cardholder's Other Accounts"** means the Cardholder's other banking or other accounts with the Bank apart from the Mastercard Account and includes a Cardholder's joint account with a third party;
- (i) **"Consolidated Statement"** means the periodic consolidated statement of the amounts debited to the Cardholders' Mastercard Accounts issued by the Bank to the Corporation which shows *inter alia* the consolidated amount so charged by the Cardholder and the payment due date in respect of such amounts;
- (j) **"Corporation"** means the corporation or business entity applying for the Main Account and the Mastercard Account and shall include its successor-in-title and permitted assign as the context may require;
- (k) **"Corporation's Other Accounts"** means the Corporation's other banking or other accounts with the Bank apart from the Main Account and the Mastercard Account and includes any joint account with a third party;
- (l) **"Finance Charge"** and **"Minimum Payment Due"** means the finance charge and the minimum payment due as set out in Clause 13 (*Finance Charges*) of this Agreement;
- (m) **"Handling Charge"** and **"Additional Charges"** means the handling charge and additional charges as set out in Clause 8 (*Fees and Charges*) of this Agreement;
- (n) **"Late Payment Charges"** means the late payment charges as set out in Clause 14 (*Late Payment Charges*) of this Agreement;
- (o) **"Mastercard Account"** means the Card account of the Cardholder as the context may require, to which all payments for purchases of goods and/or services and cash advances effected by the use of the Card and all annual fees, Government tax, handling charges, finance charges and/or late payment charges

are debited;

- (p) **"Mastercard Account Number"** means the account number allocated to the Card and which is embossed on the Card;
  - (q) **"MCI"** means Mastercard Worldwide, a company organised under the State of Delaware, having its office and principal place of business at 2000 Purchase Street, Purchase, New York, NY 10577-2509, United States of America of which the Bank is a member institution;
  - (r) **"Merchant"** shall include all merchants supplying goods and/or services;
  - (s) **"Mobile Device"** means the Cardholder's mobile device, which contains the SIM (subscriber identity module) for the number which is registered with the Bank;
  - (t) **"New Balance"** means the full amount shown as due in the Statement;
  - (u) **"One-Time Password"** or **"OTP"** or **"Transaction Authorisation Code"** or **"TAC"** (whichever is applicable) means the code sent to the Cardholder's Mobile Device or Primary Device, which needs to be entered to verify the identity of the Cardholder and/or to authorize specific transactions by the Cardholder;
  - (v) **"PIN"** means the personal identification number of the Cardholder;
  - (w) **"Primary Device"** means the device on which the Cardholder has activated the CIMB Clicks Application or CIMB EVA Application (as the case may be). If the Cardholder has activated CIMB Clicks Application or CIMB EVA Application on multiple devices, then the primary device is the last device on which the CIMB Clicks Application or CIMB EVA Application was activated;
  - (x) **"Replacement Card Fee"** means the fee payable by the Cardholder and/or the Corporation for the replacement of a Card;
  - (y) **"Statement"** means the periodic Card Statement issued by the Bank to the Cardholder which shows *inter alia* the amount so charged, the payment due date; and
  - (z) **"Working Day"** means a business day (not being a Saturday or Sunday or a Public Holiday) on which banks, licensed to carry on banking business under the provisions of the Financial Services Act 2013 (**"FSA"**), are open for business in Kuala Lumpur.
- 1A. Unless otherwise provided, the terms and conditions in this Agreement shall prevail over any representations contained in any other promotional or advertising materials advertising the Card.

## ISSUANCE OF CARD AND FACILITIES AVAILABLE

2. Upon approval of the application of the Main Account by the Bank, the Corporation may through its authorised signatories nominate its authorised nominee(s) to receive a Card issued in his/her name as a Cardholder. The Corporation and the nominated Cardholder are required to sign the Bank's prescribed nomination form to enable the Card to be issued to the Cardholder for use in connection with the facilities made available by the Bank from time to time at its discretion including but not limited to the following:
- (a) the payment for any purchase of goods and/or services, which payment may be charged to the Mastercard Account;
  - (b) cash advances as set out under Clause 12 (*Cash Advances/Cash Withdrawals*) of this Agreement;
  - (c) the autopayment service (**"Autopay Service"**) whereby all amounts due and payable on the Cardholder's periodic official bills from the merchant(s) which are recognised and approved by the Bank at its sole discretion are paid by the Bank and debited from the Cardholder's Mastercard Account; and/or
  - (d) other facilities, subject to prior written arrangement with the Bank.

## CARD WITH CONTACTLESS TRANSACTION ENABLED FEATURES

- 2A. (a) The Cardholder acknowledges that certain Cards issued by the Bank will incorporate a feature which enable the Card to be utilised to pay for goods and services by tapping or waving the Card at contactless readers/ terminals (**"Contactless Transaction(s)"**). These Cards and related devices and terminals may carry such logos or brands which the Bank or MCI may decide from time to time.
- (b) Contactless Transactions not exceeding an amount which may from time to time be specified by the Bank, may be processed and the Cardholder's Mastercard Account debited with the Contactless Transaction amount without requiring:
- (i) the Card to be swiped at a magnetic strip reader;

- (ii) the chip of the Card to be read by a chip terminal; or
- (iii) the Cardholder's signature or entry of the Cardholder's PIN number to authorise the transaction.

By accepting the Card(s) which can be used for Contactless Transactions and using it to effect Contactless Transactions or in any other manner whatsoever (including using it in the conventional manner of swiping the same at a magnetic strip reader or at a chip reader or otherwise) the Cardholder undertakes to use the Card(s) in accordance with and agrees to be bound by the terms and conditions in this Agreement.

- (c) Without prejudice to the foregoing, the Corporation undertakes to be liable for all Contactless Transactions incurred using the Card and posted to the Cardholder's Mastercard Account. All Contactless Transactions will be deemed to have been properly authorised by the Cardholder unless the Cardholder can show proof to the contrary. In this regard the Cardholder and the Corporation acknowledges the ease of which unauthorised Contactless Transactions may be carried out and accepts the risk of the same.

## 2B. Autopay Service

- (a) All amounts due and payable to the merchant(s) shall forthwith be paid by the Bank upon the Bank's receipt of the merchant(s)' bills or other requests for payment. The Corporation's previous instruction, if any, to:
  - (i) another bank and/or financial institution to pay the merchant(s); and/or
  - (ii) the merchant(s) to charge the amounts due and payable to the Corporation's account maintained with another bank and/or financial institution,

shall be deemed revoked and the Corporation shall immediately notify the merchant(s) and/or the other bank or financial institution of the change of the Corporation's paying instructions.

- (b) The Bank in providing the Autopay Service is not responsible for:
  - (i) effecting payment of any charges to the merchant(s) on a timely manner and in this regard, the Cardholder and the Corporation shall not hold the Bank liable through any error, neglect, refusal or omission to pay or delay in paying all or any of the charges to the merchant(s) unless the same is caused directly by the Bank's fraud, gross negligence or wilful default;
  - (ii) losses suffered by the Cardholder and the Corporation where the Bank has made payment of charges to the merchant(s) in good faith;
  - (iii) paying all or any of the charges to the merchant(s) where there is no available credit limit in the Cardholder and/or the Corporation's account or where there is available but insufficient credit limit in the Cardholder and/or the Corporation's account or where the use of the Card by the Cardholder is terminated or suspended for any reason whatsoever or where the Card is not renewed or replaced, as the case may be, or where the Bank in its reasonable discretion determines that the circumstances justify non-payment; and/or
  - (iv) paying any charges to the merchant(s) where the Cardholder or the Corporation have instructed the Bank to stop payment or cancelled or terminated the Autopay Service unless is due directly to Banks' fraud, gross negligence or wilful default.

The Corporation shall at all times remain primarily liable and responsible to pay all charges due and owing to the merchant(s) directly and the Bank shall not at any time be obliged to inform the Cardholder or the Corporation of any non-payment by the Bank of all or any of the aforesaid charges. In the event of non-payment by the Bank of any charges due and payable to the merchant(s), the Cardholder and/or the Corporation shall resolve such outstanding payments with the merchant(s) directly. In the event the Cardholder's Card number changes, the Cardholder shall be responsible for informing the merchant of the change in the Card's number. The Cardholder and/or the Corporation authorize the Bank to make payment(s) to the merchant(s) by charging the payments billed by the merchant(s) to the Cardholder's previous Card number, by debiting such amounts billed from the Cardholder's new Card account or number without the Cardholder's further consent. However, notwithstanding the aforesaid Cardholder's and/or the Corporation's authorisation to the Bank, the Bank is not obliged to effect such payment(s) to the merchant(s).

- (c) Where there is available but insufficient credit limit in the Cardholder's account to pay the charges of all the merchants, the

Bank may:

- (i) elect not to make any payment of any charges to all or any merchants in which event the Cardholder and/or the Corporation shall resolve all outstanding payments with the merchant(s) directly; or
- (ii) in its discretion determine the order of priority of payment of the charges of whichever merchant(s) the Bank deems fit in which event the Cardholder and/or the Corporation shall resolve all outstanding payments with the relevant merchant(s) directly whose charges are owed by the Cardholder and/or the Corporation.
- (d) The Corporation shall indemnify the Bank against any loss, cost, damage, expense, claim or demand (including legal expenses on a solicitor and client and full indemnity basis) which the Bank may sustain or incur as a consequence of providing the Autopay Service to the Cardholder unless such loss, cost, damage, expense, claim or demand is caused directly by the Bank's fraud, gross negligence or wilful default.
- (e) The obligation of the Bank to effect payment to the merchant(s) as instructed by the Cardholder shall immediately cease upon:
  - (i) the termination of the Autopay Service by either the Bank or the Cardholder or the Corporation giving to the other party not less than thirty (30) calendar days' notice in writing whereupon the expiry of the said thirty (30) calendar days' notice from the date of the notice of termination, the Autopay Service shall be terminated; or
  - (ii) the cancellation of the Card or the termination of this Agreement, (collectively, "**the Events**").

The Cardholder is responsible for informing the relevant merchant in writing that the Autopay Service has been terminated and to request the said merchant to discontinue the billing to the Bank. Until such time the merchant informs the Bank that the Autopay Service has been terminated, the Bank shall be entitled to make payment to such merchant and the Corporation shall remain liable for such payments made by the Bank to the merchant in relation to all transactions prior to the Events.

- (f) Notwithstanding anything in this Agreement, the Bank reserves the right to discontinue, suspend, or terminate the Autopay Service at any time by giving the Cardholder or the Corporation adequate prior notice and not effecting the payment of charges to the merchant(s). The Corporation shall at all times remain primarily liable and responsible to pay all charges due and owing to the merchant(s) directly and in such event the Bank shall not incur any liability to the Cardholder and the Corporation and the Cardholder and Corporation shall resolve all outstanding payments with the merchant(s) directly.

## SIGNATURE ON THE CARD AND COMPLIANCE WITH LAWS

- 3. (a) Upon the receipt of the Card, the Cardholder shall IMMEDIATELY sign on the Card (using the same signature as that appearing on the relevant application form for the issuance of the Card) and on any acknowledgement of receipt required by the Bank and return such acknowledgement of receipt slip forthwith to the Bank. The signature of the Cardholder on the Card or on any sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record and/or use of the Card and/or use of the PIN and/or return of the acknowledgement of receipt slip will constitute binding and conclusive evidence of the Cardholder and the Corporation entering into this Agreement with the Bank.
- (b) The Card is not transferable and shall be used exclusively by the Cardholder. The Card may not be pledged by the Cardholder or the Corporation as security for any purpose whatsoever.
- (c) The Cardholder or the Corporation may at any time terminate the use of the Card by written notice to the Bank. Upon termination of the use of the Card the Cardholder shall cut the Card in halves across the magnetic stripe and across the chip (if the Card has a microchip embedded therein). The Corporation shall be and remain liable for all transactions effected through the use of the Card prior to the Bank's receipt of such written notice of termination.
- (d) The Cardholder and the Corporation agree to comply at all times with and the use of the Card shall be subject to the Bank's prevailing conditions, rules and regulations and all other terms, conditions, laws and regulations governing the Cardholder's Other Accounts and/or Corporation's Other Accounts and/or the use of the Card, as the case may be, including all exchange control regulations of Bank Negara Malaysia and that it does not use the Card for any unlawful activities such as, but not limited to, illegal "online" (as these phrases are commonly known) betting.

## TELECOMMUNICATION INSTRUCTIONS AND SERVICE OF NOTICE(S)

### 3A. (a) The Bank may accept instructions:

- (i) over the telephone from the Corporation to do the following in relation to the Card:
    - (i-i) reporting of lost/stolen Card; or
    - (i-ii) checking of outstanding balances on the Card; or
    - (i-iii) other transactions which may be determined by the Bank from time to time.
  - (ii) in writing from the Corporation to do the following in relation to the Card:
    - (ii-i) request for a change in the credit limit of the Card;
    - (ii-ii) request for a change in the Corporation's address;
    - (ii-iii) request for replacement of lost or damaged Cards;
    - (ii-iv) request for and/or to activate a PIN in relation to any Card; or
    - (ii-v) other transactions which may be determined by the Bank from time to time.
  - (iii) over the telephone or in writing from the Cardholder to do the following in relation to his own Card:
    - (iii-i) request for and/or to activate his PIN in relation to the Card;
    - (iii-ii) reporting of lost/stolen Card;
    - (iii-iii) checking of outstanding balances on the Card; or
    - (iii-iv) other transactions which may be determined by the Bank from time to time.
- (b) Prior to accepting such instructions over the telephone, the identity of the Cardholder or the authorised signatory of the Corporation will first be verified by the Bank's representative through a security process established by the Bank which may incorporate the Cardholder's personal details.
- (c) Notwithstanding Clause 3A(a) and (b) above, the Bank may request for a written confirmation from the Cardholder of the Corporation's instructions prior to implementing the same.
- (d) Subject to Clause 5 (*Theft or Loss or Fraudulent Use of the Card and the Mobile Device/Primary Device*) of this Agreement, the Bank shall not be liable or responsible to the Cardholder and the Corporation for any loss or damage however caused or suffered by the Cardholder or the Corporation in following or omitting to follow any or all of the instructions set out in Clause 3A(a) above, unless they arise from and are caused directly by the Bank's fraud, gross negligence or wilful default.
- (e) The Cardholder and the Corporation acknowledge and agree that:
- (i) the Bank may record all telephone conversations between the Cardholder and/or the Corporation's authorized person and the Bank's representative; and
  - (ii) by the very nature of telephone conversations, the Bank shall not be responsible for unauthorised third parties overhearing such conversations.
- (f) The Cardholder and the Corporation further authorise the Bank to act on his or its (as the case may be) instruction given by facsimile or other means of telecommunication and any request made by the Cardholder or the Corporation to a merchant or a provider of service for the supply of goods and/or services to be charged to the Card shall constitute authority for the Bank to debit the relevant Mastercard Account with such amount charged. The Cardholder and the Corporation shall indemnify the Bank for all actions, claims, losses, liabilities or damages suffered by the Bank in acting on the Cardholder's and/or the Corporation's instructions unless they arise from and are caused directly by the Bank's fraud, gross negligence or wilful default.

- 3B. (a) The Bank is authorised (but not obliged) to issue notifications to the Cardholder and/or Corporation by ordinary post, hand, courier service, electronic mail, telephone, short messaging system ("SMS") services or any other means of communication as determined by the Bank. Notifications may be in the form of voice recording, text or other electronic messages or information and may be sent to the Cardholder's and/or Corporation's last known address, e-mail address or mobile phone number or other contact number or particulars on record with the Bank or any other means of communication which the Bank deems appropriate and may include notices in relation to (i) the suspension, withdrawal, variation or amendment of the Cardholder's and/or Corporation's prescribed credit limit, (ii) the withdrawal, suspension and/or termination of the Card and/or any other services thereby offered, (iii) the Bank's refusal to issue a new replacement Card and (iv) reminders in respect of minimum payments due, payment due

dates, demand for repayment of amounts due and owing to the Bank (if any), updates on benefits, programmes and promotions and or other information of general interest and/or specific to the Cardholder and/or Corporation. Such service and/or delivery shall be deemed duly received and effective:

- (i) if by ordinary post or registered post, two (2) business days after posting (save in the instance when the said notice is returned undelivered to the Bank);
- (ii) at the time of delivery, if delivered by hand;
- (iii) if by courier, on acknowledgement on the courier consignment note;
- (iv) if by display (whether at the Bank's premises or on the CIMB Clicks and/or the Bank's website) upon such display being made; and
- (v) if sent by electronic transmission or mail or other forms of instantaneous communication (including SMS and voice recording), at the time they are sent.

Unless otherwise specified, all notices and communications to the Bank shall be in writing and signed by the Cardholder and/or the Corporation, and sent to the Bank's address as may be notified from time to time and all notices from the Cardholder and/or the Corporation shall take effect only upon the Bank receiving the same and evidence by acknowledgement of the Bank.

- (b) The Cardholder and Corporation shall be fully responsible for the security and safekeeping of the information he or it receives and shall ensure that such notices sent by the Bank are not disclosed to or given access to any other parties ("**disclosure to third parties**").
- (c) The Bank disclaims all liability to the Cardholder and Corporation for any loss or damage whatsoever arising from the disclosure to third parties or loss or damage of any nature suffered by the Cardholder and/or Corporation arising from any:
- (i) malfunction or defect in the transmission of information for whatever reason;
  - (ii) inaccuracy, incompleteness, delay or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
  - (iii) wrongful, unauthorised or improper access to, use or interpretation of the information transmitted; and
  - (iv) claim for libel or slander arising from the transmission of any information,
- unless they arise from and are caused directly by the Bank's fraud, gross negligence or wilful default. Such notification may be sent in Bahasa Malaysia, English or other languages determined by the Bank.

## TERMINATION AND/OR SUSPENSION OF CARD AND MAIN ACCOUNT

4. (a) The Card is at all times, the property of the Bank. The Bank may withdraw, suspend and/or terminate at its discretion, the Main Account or any of the Cards and/or any of the services thereby offered at any time with adequate prior notice to the Cardholder and the Corporation. The Card shall be surrendered to the Bank immediately upon request by the Bank or its duly authorised agent.
- (b) In addition to the Bank's rights contained in Clause 4(a) above and Clause 30 (*Cancellation/Suspension*), the Bank may immediately withdraw, suspend and/or terminate the Main Account or any of the Cards and/or any of the services thereby offered which withdrawal, suspension and/or termination will take effect immediately, notwithstanding that the Bank may have waived its rights on some previous occasions, upon the occurrence of any one or more of the following events:
- (i) if the Corporation fails or defaults in the payment of any sum of money whatsoever payable, including but not limited to the minimum payment due, amount in excess of the prescribed credit limit [as set out in Clause 13 (*Finance Charges*)] if so demanded, finance charges, late payment charges and any other fees, monies and charges, when due and payable by virtue of and in accordance with provisions in this Agreement whether formally demanded or not;
  - (ii) if the Cardholder and/or the Corporation should commit or threaten to commit a default or breach of any of the agreements, covenants, terms or conditions in this Agreement on the part of the Cardholder and/or the Corporation and/or fails to observe and perform the same;
  - (iii) if the Corporation takes any action or proceeding, whether voluntary or compulsory, having for its object the winding-up



- of the Corporation (other than a voluntary winding-up by members for the purposes of reconstruction and amalgamation) or if a winding-up petition has been presented against the Corporation or if a meeting of the Corporation's creditors be called or if a receiver or manager or judicial manager be appointed in respect of all or any part of the Corporation's properties or if the Corporation enters into a composition or other arrangement with its creditors;
- (iv) if the Corporation is an individual or if any one of the partners, if the Corporation is a partnership, commits an act of bankruptcy or if a petition for bankruptcy should be presented against any one of them or if it makes or enters into any deed or arrangement or composition with its creditors or suffers or allows any execution to be levied on property or obtained against itself;
  - (v) if a petition for bankruptcy or winding up should be presented or an order be made for any adjudicating and/or receiving order or winding up against the Cardholder and/or the Corporation, as the case may be;
  - (vi) if a distress or execution or other process of a court of competent jurisdiction is levied upon or issued against any property of the Cardholder and/or the Corporation and such distress, execution or other process as the case may be is not satisfied by the Cardholder and/or the Corporation within twenty-one (21) calendar days of the date thereof;
  - (vii) if the Cardholder and/or the Corporation had furnished false or inaccurate information or data to the Bank;
  - (viii) if a receiver has been appointed in respect of the Cardholder's and/or the Corporation's assets or any part thereof or a meeting, whether formal or informal, being called by the Cardholder's and/or the Corporation's creditors, or any of them or if the Cardholder and/or the Corporation enters into any scheme of repayment or arrangement with any creditor or if the Cardholder goes to AKPK (*Agensi Kaunseling dan Pengurusan Kredit*) for assistance;
  - (ix) if the Cardholder and/or the Corporation should allow a judgment debt obtained against him to remain unsatisfied for a period of seven (7) calendar days from the date hereof (other than a judgment debt on which the Cardholder and/or the Corporation shall have obtained a stay of execution and filed a Notice of Appeal within the time prescribed by the law);
  - (x) if in the opinion of the Bank, the Mastercard Account and/or the Cardholder's Other Accounts and/or Corporation's Other Accounts, as the case may be, with the Bank is or has not been operated satisfactorily or default of payment due thereunder have occurred;
  - (xi) if an event or events has or have occurred or a situation exists which should or might in the opinion of the Bank prejudice the ability of the Cardholder and/or the Corporation to perform his or its (as the case may be) obligations under this Agreement;
  - (xii) if the Cardholder shall become insane or die;
  - (xiii) if the whereabouts of the Cardholder is unknown to the Bank;
  - (xiv) if the Bank is of the view that suspicious or abnormal transactions are being carried out on the Card and such suspension and/or termination is reasonably required to prevent fraudulent or unauthorized transactions;
  - (xv) if the Cardholder or the Corporation has breached any applicable laws or regulations including with regard to the Cardholder or the Corporation's use of the Card;
  - (xvi) if any other sums shall be due from the Cardholder and/or the Corporation and/or the Corporation's related and/or associated companies and/or the guarantor and/or security provider of the Cardholder's indebtedness herein ('the Obligors') to the Bank or any third party from time to time or if any of the Obligors may be or become liable to the Bank or third party anywhere on banking account or any other account current or otherwise or in any manner whatsoever including but not limited to liability of the Obligors incurred in the capacities as sureties or guarantors or if default is made by any of the Obligors in relation to any provisions of such accounts or in any other credit facilities granted by the Bank or third party now or hereafter to any of the Obligors; or
  - (xvii) if at any time, as a result of the Cardholder's and/or the Corporation's domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of the Card and facilities by the Bank from time to time would or might in the Bank's opinion constitute a breach of the Bank's internal requirement, policy

or any applicable law or requirement of any authority, or is not in accordance with the Bank's usual business practice and procedure.

- (c) The Corporation shall continue to be liable for all transactions and the usage of the Card before the proper termination of the Card and/or Main Account.
- (d) In the event of the termination of:
  - (i) any of Card whether by the Cardholder and/or the Corporation or by the Bank, no refund of the annual fee, any other fees, charges, taxes (including but not limited to service tax) costs and expenses will be made to the Cardholder and the Corporation by the Bank, unless the termination, whether by the Cardholder and/or the Corporation or by the Bank, occurs within three (3) months from the payment of the annual fee (if any), whereupon the Bank shall refund to the Corporation the annual fee paid on a pro-rated basis; and
  - (ii) the Main Account by the Corporation or by the Bank, the Cards and services will automatically be terminated and the Corporation shall ensure that its Cardholder cut the Card in halves or return the Card to the Corporation and the Corporation shall cut in halves all the collected Cards from the respective Cardholder. The Cardholder and Corporation shall be and remain liable for all transactions effected through the use of the Card prior to the Bank's receipt of such written notice of termination.

#### CONDITIONAL USE AND AVAILABILITY OF CARD

- 4A. (a) Without prejudice to the generality of the foregoing, the use of the Card and availability thereof is conditional upon:
  - (i) there being no contravention of any laws in relation thereto; and
  - (ii) the Cardholder and the Corporation representing and undertaking (and continually representing and undertaking) to the Bank that the Bank's agreement to grant or make or continue to make available the Card to the Cardholder and/or the Corporation and the use of the Card will not contravene nor be in breach of any prevailing laws or regulatory requirements or any other provisions or any lending limits or restrictions that may be imposed upon the Bank from time to time by Bank Negara Malaysia or such other authority having jurisdiction over the Bank ("**The Applicable Laws and Regulations**").
- (b) The Applicable Laws and Regulations to which the Card is subject shall include but shall not be limited to:
  - (i) all prevailing provisions of the FSA;
  - (ii) all prevailing Bank Negara Malaysia's guidelines and directives issued in respect of FSA; and
  - (iii) all guidelines, lending limits or restrictions issued by Bank Negara Malaysia or any other governmental authority from time to time including those pertaining or applicable to the grant and/or use of the Card to and/or by persons connected to the Bank.
- (c) The Cardholder and/or the Corporation shall immediately notify the Bank in writing if:
  - (i) the Cardholder and/or the Corporation is or becomes in breach of any of The Applicable Laws and Regulations; or
  - (ii) any of the terms and conditions in this Agreement ceases to be satisfied or is discovered to have been breached or not been satisfied by the Cardholder and/or the Corporation.
- (d) The Cardholder and/or the Corporation in giving declaration(s) in respect of any of the aforementioned or any terms and conditions in this Agreement or where required by and upon terms stipulated by the Bank represents and warrants to the Bank that the contents therein shall remain true and accurate in all respects so long as the Card remains available or any sums due thereunder remains payable.

#### PIN AND USE OF THE CARD ("PIN & PAY") WHERE APPLICABLE

- 4B. (a) The Bank will allocate a temporary PIN to the Cardholder via Short Messaging System (SMS) or PIN Mailer (in the event the Cardholder does not have a valid mobile number registered with the Bank, in which case the same will be sent to Cardholder's correspondence address) upon card activation by the Cardholder.
  - (i) The Cardholder upon receipt of the temporary PIN shall change the temporary PIN at the Bank's own ATMs, secured website and/or other secured channels permitted by the Bank within seven (7) days or as specified by the Bank.

- (ii) If the Cardholder has forgotten his PIN, the Bank will issue the Cardholder with a new temporary PIN upon the Cardholder's request.
- (iii) Upon lost or stolen Card as reported by the Cardholder and the Bank agrees to issue the Cardholder with a new Card, a temporary PIN for the new Card will also be issued. The Cardholder is not able to use his existing PIN with a replacement Card.
- (b) The Cardholder must keep his PIN secret and shall not disclose his PIN to any other person under any circumstances. In selecting the Cardholder's PIN, the Cardholder **SHALL NOT** select a PIN which is obvious or predictable, including those which:
  - (i) represents his birth date, identity card, passport, driving license or contact numbers;
  - (ii) being an alphabetical PIN, is a recognisable part of his name;
  - (iii) consists of sequential numbers (for example 12345); or
  - (iv) consists of all numbers being the same (for example 111111).
- (c) The Cardholder must ensure that the transaction amount is correct before signing any vouchers or transaction records and before entering the Cardholder's PIN at any electronic point of sale terminals which requires the entry of the Cardholder's PIN. By signing a voucher or transaction record or entering the Cardholder's PIN or otherwise using the Cardholder's Card at any electronic point of sale terminal, the Cardholder is deemed to have agreed to the transaction and confirmed the amount is correct.
- (d) The Cardholder consents and agrees that the PIN will serve as a means of authenticating and verifying the Cardholder's identity to the Bank for purposes of:
  - (i) the transactions contemplated under this Agreement; and
  - (ii) allowing the Cardholder to subscribe and register for internet banking services provided by the Bank (under the terms of such service) which may in turn allow the Cardholder electronic access to the Cardholder's other bank accounts, banking facilities and other products and services made available by the Bank.

In this regard the Cardholder authorises the Bank to accept, follow and act upon all instructions of the Cardholder when identified by the Cardholder's PIN (including applications to open accounts and for additional products and services to be made available to the Cardholder) and the Bank shall not be liable for acting upon such instructions in good faith. Such instructions shall be deemed irrevocable and binding upon the Cardholder upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions. The Bank is entitled to rely on the PIN as conclusive evidence of the Cardholder's identity but if the Bank has doubts or is uncertain as to the Cardholder's identity, the Bank may still request for such other form or means of identification as it may deem fit in its discretion at any time and from time to time.

#### ONE-TIME PASSWORD ("OTP") / TRANSACTION AUTHORISATION CODE ("TAC")

- 4C. (a) The Bank reserves the right to send an OTP/TAC (whichever is applicable) to the Cardholder's Mobile Device or Primary Device. The Cardholder consents and agrees that the OTP/TAC (whichever is applicable) will serve as a means of authenticating and verifying the Cardholder's identity to the Bank for purposes of allowing the Cardholder to apply for products and services made available via the Bank's website and/or other channels as determined by the Bank, upon the terms therein or to authorize other specific transactions.
- (b) In this regard the Cardholder authorises the Bank to accept, follow and act upon all instructions of the Cardholder when the Cardholder's identity is verified by the Cardholder's use of the OTP/TAC (whichever is applicable), when applying for products and services made available via the Bank's website and/or other channels as determined by the Bank or to authorize other specific transactions and the Bank shall not be liable for acting upon such instructions in good faith. Such instructions shall be deemed irrevocable and binding upon the Cardholder upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions. The Bank is entitled to rely on the OTP/TAC (whichever is applicable) as conclusive evidence of the Cardholder's identity.

#### THEFT OR LOSS OR FRAUDULENT USE OF THE CARD AND THE MOBILE DEVICE/PRIMARY DEVICE

- 5. (a) Save as hereinafter provided the Corporation shall remain liable to the Bank for all goods and services supplied by any merchant and all cash advances effected through the use of the Card by the Cardholder and/or the Corporation. The Cardholder and the Corporation shall be under a duty to use utmost care, diligence and precautions to keep the Card and PIN, Mobile Device/Primary Device secure at all times and to prevent the loss, theft or fraudulent use of the Card and the Mobile Device/Primary Device and to prevent the disclosure of the Cardholder's PIN and OTP and/or TAC (whichever is applicable) sent to the Mobile Device/Primary Device to any other person and the Cardholder and the Corporation shall jointly and severally agree to indemnify and hold the Bank harmless against any liability for loss, damage, costs and expenses (legal or otherwise) arising from the Cardholder's and/or Corporation's breach of such duty. The duty to keep the Card and PIN and the Mobile Device/Primary Device secure at all times and to prevent the loss, theft or fraudulent use of the Card and to prevent the disclosure of the Cardholder's PIN and OTP and/or TAC (whichever is applicable) to any other person includes:
    - (v) not allowing anyone else to use the Card and the Mobile Device/Primary Device.
    - (vi) regularly checking that the Cardholder still has his Card and the Mobile Device/Primary Device in his possession and custody.
    - (vii) not writing the PIN on the Card or any item normally kept in close proximity with the Card and keeping the Cardholder's PIN record, even if disguised, separate and well apart from his Card.
    - (viii) not disclosing any OTP and/or TAC (whichever is applicable) received to any third party, or allowing any third party to have access to such OTP and/or TAC (whichever is applicable).
    - (ix) not writing the PIN in a way which can be understood by someone else.
    - (x) not divulging/disclosing/telling the Card details or PIN to anyone else.
    - (xi) not letting the Card out of the Cardholder's sight.
- The Cardholder and/or the Corporation must notify to the Bank:
- (i) verbally or in writing immediately of any loss and/or theft of the Card and/or disclosure of the PIN to any person;
  - (ii) as soon as reasonably practicable after having discovered that the Card is lost, stolen, an unauthorized transaction had occurred or the PIN may have been compromised;
  - (iii) immediately upon receiving SMS transaction alert if the transaction was unauthorized; and
  - (iv) immediately of any change in the Cardholder's contact number.
- (b) The Cardholder and/or the Corporation will be liable for:
    - (i) (PIN-based unauthorised transactions, if the Cardholder and/or the Corporation have:
      - (i-i) acted fraudulently;
      - (i-ii) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of the Card;
      - (i-iii) voluntarily disclosed the PIN to another person; or
      - (i-iv) recorded the PIN on the Card, or on anything kept in close proximity with the Card and could be lost or stolen with the Card.
    - (ii) unauthorised transactions which require signature verification or the use of a contactless Card, if the Cardholder and/or the Corporation have:
      - (ii-i) acted fraudulently;
      - (ii-ii) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Card;
      - (ii-iii) left the Card or an item containing the Card unattended, in places visible and accessible to others or failed to exercise due care in safeguarding the Card at the Cardholder's place of residence; or
      - (ii-iv) voluntarily allowed another person to use the Card.
  - (c) In the event the Corporation is not satisfied with the Bank's investigations and decision in relation to unauthorized transactions and any matter arising from this clause, the Cardholder and the Corporation may refer the dispute to the Ombudsman for Financial Services for resolution of the said

dispute. When the lost or stolen Card is recovered, the Cardholder and the Corporation agree not to use the Card which has been recovered and shall immediately cut in halves across the magnetic stripe and across the chip (if the Card has a microchip embedded therein).

- (d) The Bank is not obliged to issue a replacement Card to the Cardholder following its loss or theft. If the Bank decides to issue a replacement Card, it will be subject to a request having been made by the Corporation for a replacement Card and payment of the following Replacement Card Fee:

- (i) RM10.00 in the event of any reported loss or theft of the Card for the first time;
- (ii) RM50.00 in the event of any reported loss or theft of the Card for the second time.

The Bank reserves the right not to replace the Card in the event of any reported loss or theft of the Card for the third time. The Bank will not charge any Replacement Card Fee if the replacement of the Card is due to the Card or the chip contained in the Card being faulty or defective or if the replacement of the Card is required due to card or system enhancements by the Bank.

- (e) In the event that a replacement Card is issued, the whole outstanding New Balance and all other debit entries constituting the New Balance in the Mastercard Account shall be transferred to the new Mastercard Account.
- (f) Where there is any lost and/or theft of the Card and/or disclosure of the PIN to any person, if requested by the Bank, the Cardholder and/or the Corporation must also provide the Bank with:
- (i) a copy of the police report; and/or
  - (ii) written confirmation

made by the Cardholder of the loss and/or theft of the Card and/or disclosure of the PIN to any person within seven (7) calendar days from the Bank's request.

#### RENEWAL OF CARD

6. Upon the expiry of the validity period of the Card, the Bank may issue the Cardholder a new replacement Card provided that the Bank may at its discretion refuse to issue a new replacement Card by giving adequate prior notice. In the event that a new Card is issued, the whole outstanding New Balance and all other debit entries constituting the New Balance in the Mastercard Account shall be transferred to the new Mastercard Account.

#### LIMIT OF PURCHASES AND TRANSACTIONS

7. (a) Notwithstanding that a prescribed credit limit may not be assigned or known to the Cardholder and/or the Corporation, the Bank may at any time at its discretion set such a limit for its control purposes after giving the Cardholder and/or the Corporation three (3) working days prior notice.
- (b) Where a prescribed credit limit is assigned and made known to the Cardholder and/or the Corporation, the Cardholder and the Corporation shall not exceed the prescribed credit limit assigned/established by the Bank unless prior written approval to exceed this limit is obtained by the Corporation from the Bank. The Cardholder and the Corporation further undertake not to effect any purchases or transactions within or outside Malaysia which may cause the aggregate outstanding balance of the Cardholder and/or the Corporation's obligation to the Bank to exceed such credit limit.
- (c) Notwithstanding that a prescribed limit is assigned and made known to the Cardholder and/or the Corporation, the Bank may at any time at its discretion alter or amend the prescribed credit limit after giving adequate prior notice to the Cardholder and/or the Corporation.
- (d) Notwithstanding the aforesaid, the Corporation shall be liable for all its liabilities including but not limited to all purchases, cash advances and transactions exceeding such credit limit. The Bank is not duty bound in any way whatsoever to ensure that the credit limit is not exceeded by the Cardholder and/or the Corporation.
- (e) The Cardholder and/or the Corporation shall not be entitled under any circumstances demand that the prescribed credit limit or the unutilised prescribed credit limit be made available by the Bank for the Cardholder and/or the Corporation's use. The Bank shall not be under any obligation either at law or in equity to make or continue to make available the prescribed credit limit or the unutilised prescribed credit limit for utilisation by the Cardholder and/or the Corporation.
- (f) The availability or continuation of the prescribed credit limit extended to the Cardholder and/or the Corporation is subject to

reviews which may be undertaken by the Bank from time to time.

- (g) In addition and without prejudice to any of the Bank's other rights in this Agreement, following the Bank's aforementioned review the Bank shall be entitled at after giving notice to the Cardholder and/or the Corporation and without any obligation to give any reasons therefore to immediately suspend or withdraw or vary or amend the prescribed credit limit of the Cardholder and/or the Corporation in any manner or upon such further terms and conditions as the Bank shall reasonably deem fit upon the occurrence of any or more of the events set out under Clause 4(b) (*Termination and/or Suspension of Card and Main Account*) of this Agreement, notwithstanding that the Bank may have waived its rights to suspend or withdraw or vary or amend the prescribed credit limit of the Cardholder and/or the Corporation on some previous occasions.
- (h) The Bank may (but shall not be obliged to) at any time and from time to time contact the Cardholder and/or the Corporation to validate a transaction carried out on the Card as a measure to prevent any possible unauthorised use of the Card. In the event that the Bank is unable to contact the Cardholder and/or the Corporation the Bank may (but shall not be obliged to) decline the transaction without liability to the Bank. In the event the Bank permits the transaction to be carried out, the Corporation shall remain liable for the charges and/or debts incurred and/or monies withdrawn.

#### FEES AND CHARGES

8. The Corporation agrees to pay the following fees and charges:
- (a) an annual fee for the Card when issued or renewed together with any goods and service tax or other impost which may be imposed by any relevant authority from time to time;
  - (b) a handling charge for the issue of a Replacement Card;
  - (c) charges for the provision of copies of sales/cash advance drafts and any other further supporting documents or services the Bank may from time to time provide unless otherwise stipulated by the Bank;
  - (d) fees and charges for any or all of the Card transactions effected through the use of the Card via the ATM including but not limited to cash advances and/or cash withdrawals; and
  - (e) such other fees and charges which the Bank may at its sole and discretion impose from time to time upon giving the Corporation and Cardholder twenty-one (21) calendar days' notice prior to the effective date of implementation.

The quantum of the fees and charges payable shall be of such amount which the Bank may determine and such determination shall be final and conclusive. Such fees may be debited to the Mastercard Account.

#### RECORDS OF TRANSACTION AND BILLING CURRENCY

9. (a) The Bank shall be entitled to treat:
- (i) any sales draft, transactions record stored or recorded electronically or otherwise, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of the embossed information contained on the Card; and/or
  - (ii) the Bank's record of cash advances or of any other transactions effected by the use of the Card including via mail order, the telephone, the internet, or any other mechanical, electrical or electronic or media or devices

as evidence of a debt properly incurred by the Cardholder and Corporation to be debited to the Mastercard Account notwithstanding that any such document may not contain the signature of the Cardholder or that such signature of the Cardholder (if appearing) differs to the signature of the Cardholder on the nomination form for the Card or on the Bank's record. The Cardholder and the Corporation agree that the records of the Bank of any transaction effected by the use of the Card (including but not limited to transactions which have been authorized by the entry of the PIN into an electronic point of sale terminal) shall be conclusive and binding on the Cardholder and the Corporation for all purposes, save and except where there is manifest error. Notwithstanding the above, if the Bank receives satisfactory and conclusive documentary evidence that any transaction effected on the Card is due to fraud not occasioned or contributed by the acts and/or omissions on the part of the Cardholder and/or the Corporation and provided always that the Cardholder and the Corporation has complied strictly with the terms and conditions in this Agreement, the Bank may at its discretion release the



Corporation from its obligation to pay the debt incurred arising from the fraudulent transaction.

- (b) All debts if incurred in a currency other than the billing currency shall:
- (i) before being debited to the Mastercard Account, be converted into the billing currency at such rate of exchange as conclusively determined by MCI as at the date of entry into the Mastercard Account; and
  - (ii) be subject to an administration charge of 1% of the amount transacted which charges shall be added to and/or bundled with the foreign exchange conversion prescribed under Clause 9(b)(i) above as at the date of entry into the Mastercard Account and such charge may be debited to the Mastercard Account; and
  - (iii) be subject to any fee as may be charged and conclusively determined by MCI and such charge may be debited to the Mastercard Account.

The rate of currency exchange, administration charge and fees as may be charged by MCI and the Bank shall be at the rates as notified by the Bank to the Cardholder and/or Corporation in the same manner as the Bank notifies the Cardholder and/or Corporation of the changes in finance charges rate as specified in Clause 13A (*Changes in Finance Charges and Other Charges*) of this Agreement and may be varied by the Bank from time to time after giving the Cardholder and/or Corporation twenty-one (21) calendar days' prior notice before the effective date of implementation.

#### ATM TRANSACTIONS

10. (a) The PIN for the Card will also enable the Cardholder to obtain cash advances and/or cash withdrawals via the ATM.
- (b) The Bank shall not be responsible or liable in any way whatsoever for any loss, damage, injury, inconvenience or embarrassment howsoever caused to or incurred or suffered by the Cardholder and/or the Corporation including instances where transactions cannot be effected or are erroneously effected whether by reason of defect, breakdown, stoppage or closure, interruption or loss of power supply to the ATM ("Technical Defects") or otherwise or where the Card is not honored or accepted for use or where the Card is retained by the ATM by virtue of the Technical Defects or for whatsoever other grounds or reasons unless they arise from and are caused directly by the Bank's fraud, gross negligence or willful default.
- (c) The operating hours, type of operations, facilities and services available to the Cardholder and/or the Corporation as well as the frequency and manner of the use of the Card to effect transactions via the ATM shall be determined by the Bank from time to time at its discretion.
- (d) If the Card is used at an ATM to operate the Cardholder's Other Accounts and/or Corporation's Other Accounts, as the case may be, the use of the Card on the Cardholder's Other Accounts and/or Corporation's Other Accounts, as the case may be, shall also be subject to the Bank's prevailing terms and conditions governing the Cardholder's Other Accounts and/or Corporation's Other Accounts, as the case may be.

#### STATEMENT OF ACCOUNT

11. (a) (i) A statement for the Mastercard Account will be rendered to the Cardholder and a Consolidated Statement will be rendered to the Corporation once a month or at such intervals as the Bank may deem fit to the last known address and/or email address of the Cardholder and the Corporation respectively in the Bank's record and that it is hereby agreed that all such statements shall be deemed to have been received by the Cardholder and the Corporation within forty-eight (48) hours from the date of posting
- (ii) Upon receipt of the Statement by the Cardholder and the Consolidated Statement by the Corporation, the Cardholder and the Corporation shall examine all entries in their respective Statement and Consolidated Statement.
- (iii) The Cardholder and the Corporation shall notify the Bank in writing of any error, discrepancy or inaccuracy of any kind whatsoever in the statement within fourteen (14) calendar days from the date that the Cardholder and the Corporation receive or is deemed to have received the Statement and Consolidated Statement respectively failing which the Cardholder and the Corporation shall be deemed to have accepted the entries in the Statements made up to the date

of the last entry in the Statement as correct and as final and conclusive evidence of the facts contained therein.

- (iv) The Bank shall not be obliged to furnish the Cardholder and/or the Corporation with any statements, or copies of such statements or sales slips or other records of transactions which relate to transactions which have occurred more than twelve (12) months from the date of the Cardholder and/or the Corporation's request.
- (b) Notwithstanding the minimum payment due and the due dates for payment specified in the Cardholder's Statement and the Corporation's Consolidated Statement the whole of the outstanding balance on the Cardholder's Mastercard Accounts and the Corporation's Main Account including finance charges, late payment charges and all other charges shall become due and payable immediately upon the termination of the use of Main Account by the Bank. Where:
- (i) the use of any particular Card by any particular Cardholder is terminated by the Bank under Clause 4 (*Termination and/or Suspension of Card and Main Account*) of this Agreement or the Bank refuses to issue a replacement Card to any particular Cardholder under Clause 5 (*Theft or Loss or Fraudulent Use of the Card and the Mobile Device/Primary Device*) of this Agreement; or
  - (ii) the Corporation or any particular Cardholder terminates of the use of any Card in relation to the particular Cardholder under Clause 3(c) (*Signature on the Card and Compliance with Laws*) of this Agreement or fails to have the Card renewed under Clause 6 (*Renewal of Card*) of this Agreement.

the whole of the outstanding balance on that Cardholder's Mastercard Account including finance charges, late payment charges and all other charges provided herein shall immediately be due and payable. The Cardholder and the Corporation agree that all the provisions in this Agreement shall continue in full force and effect notwithstanding the termination of the Main Account or the use of any particular Card. After termination of the Main Account or the use of any particular Card the Bank may continue to debit further monies (including but not limited to finance charges, late payment charges and other charges provided herein) to the Cardholder's Mastercard Account and/or Corporation's Main Account and such further monies debited shall also become due and payable immediately.

- (c) Notwithstanding the suspension or termination of the use of the Card, late payment charges, administrative charges and any other applicable charges shall continue to be chargeable on all monies which remain due and unpaid.
- (d) If the Bank is unable to send a Consolidated Statement to the Corporation, the Corporation's liability nonetheless shall continue and for the purpose of calculating finance charges, late payment charges and any other charges and for establishing the date on which payment of interest and principal is due, the Bank may select any day of the month as the monthly Consolidated Statement date.

#### CASH ADVANCES / CASH WITHDRAWALS

12. (a) The Cardholder may obtain cash advances in such amount as notified to the Cardholder in the Bank's product disclosure sheet ("PDS") for the Card which has been made available to the Cardholder as well as accessible at the Bank's website address at [www.cimb.com.my/business](http://www.cimb.com.my/business) or otherwise notified in writing from time to time, by the following means:
- (i) presenting the Card at any branch of the Bank or of any member institution of MCI together with the evidence of his identity and signing the necessary transaction record;
  - (ii) use of the Card at any ATM of the Bank or of any other bank or institution with whom the Bank has an arrangement(s) for the use of the ATM of the said bank or institution (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of such ATM); or
  - (iii) for all out of country transactions via ATM and/or any member institutions of MCI whereupon the exchange rates (if applicable) imposed for such cash withdrawals shall be the prevailing exchange rates determined by the Bank at its discretion from time to time. The Cardholder and the Corporation shall be fully responsible for ensuring that such transactions shall not violate the laws existing in the country where the transactions are carried out.
- (b) Finance charges will accrue on each cash advance from the date of the advance until repayment in full at the maximum rate of 1.5%

per month, which is equivalent to 18% per annum (or such rate as the Bank may at its sole discretion decide if approved by Bank Negara Malaysia), which rate shall be notified to the Cardholder and the Corporation in the Statement and/or the Consolidated Statement or otherwise in writing from time to time. A cash advance fee shall be assessed on the amount of each cash advance at the rate of 5.0% of the amount drawn (subject to a minimum of RM15.00), whichever is higher and shall be charged to the Mastercard Account. The cash advance fee may be specified in the Statement and/or the Consolidated Statement or otherwise in writing from time to time and may be varied by the Bank from time to time after giving the Cardholder twenty-one (21) calendar days' notice before the effective date of implementation.

- (c) The Cardholder and the Corporation agrees to be liable for all cash advances performed through the Card regardless of whether such withdrawals are performed within or outside the assigned credit limit.

## FINANCE CHARGES

13. (a) (i) As permitted under Bank Negara Malaysia's credit card guidelines (or such other guidelines which are from time to time), the Bank shall impose finance charges on the Corporation's outstanding balance except for balances related to finance charges and late charges that were carried forward from the previous Statement (and in respect of new retail transactions, finance charges shall commence from the date the retail transactions are posted to the Mastercard Account) subject to the following current maximum rates:-
- (i-i) 1.25% per month, which is equivalent to 15% per annum, on the total outstanding balance where the Corporation has promptly settled its minimum payment due for twelve (12) consecutive months;
  - (i-ii) 1.42% per month, which is equivalent to 17% per annum, on the total outstanding balance where the Corporation has promptly settled its minimum payment due for at least ten (10) months in a twelve (12) month cycle; and
  - (i-iii) 1.50% per month, which is equivalent to 18% per annum, on the total outstanding balance where the Corporation does not come within either (aa) or (bb) above.
- (ii) Notwithstanding Clause 13(a)(i) above, if the Corporation has fully settled the preceding month's outstanding balance as evidenced by the current month's Statement, the Corporation will enjoy a "finance charges free period" for least twenty (20) calendar days commencing from the date of the current month's Statement where such Retail Transactions are posted to the Mastercard Account, and finance charges will not be levied on any new Retail Transactions for such "finance charges free period". For Corporations who have not fully settled the preceding month's outstanding balance, they will not enjoy the "finance charges free period" as aforesaid. Retail Transactions shall mean transactions other than cash advances and betting or gaming transactions.
- (iii) Subject to Clause 11(b) (*Statement of Account*) of this Agreement, the Corporation may choose not to settle the New Balance in full in which case the Corporation must, on or before the due date specified in such Statement ("Due Date"), pay not less than the minimum payment due calculated at 5% of \*Current Balance (as defined below) + 100% service tax and any other value added taxes imposed (if any) + 100% of all monthly installments due for any programs/arrangements operated by the Bank (if any) + any unpaid minimum payment specified in preceding month's Statement, or RM50.00 whichever is higher.
- \*Current Balance = retail transactions amount (if any) + cash advance amount (if any) + finance charge and/or late payment charges and any other applicable fees and charges (if any).
- (iv) Any unpaid balance arising from the purchase of goods and/or services and/or cash advances as at the Due Date shall be subject to the finance charges until full repayment of the outstanding amounts.
- (v) The finance charges shall be chargeable on the balance that remains outstanding in the account from the preceding monthly billing statement date, arising from the purchase of goods and/or services and/or cash advances, which shall be calculated on a daily rest basis.

- (vi) If the New Balance exceeds the prescribed credit limit assigned in respect of the Cardholder, the Bank may at any time require the Corporation to forthwith pay the entire amount by which the said prescribed credit limit is exceeded ("amount in excess of the prescribed credit limit"). Until the Bank requires the Corporation to pay the amount in excess of the prescribed credit limit, the Corporation shall pay the minimum payment due as specified in Clause 13(a)(iii) above.

- (b) All payments for the purchases of goods and/or services and cash advances effected by the use of the Card and all annual fees, handling charges, additional charges, finance charges and/or late payment charges and any other applicable fees and charges will be debited to the Mastercard Account in the billing currency and shall be reflected in the Statement.

## CHANGES IN FINANCE CHARGES AND OTHER CHARGES

- 13A. (a) Without prejudice to the Bank's rights in Clause 24 (*Amendments*) of this Agreement, the Bank shall be entitled at its from time to time to vary or revise the rates or method of calculation of finance charges, annual fees, handling charges, minimum payment due, late payment charge and any other applicable fees or levies provided for herein by giving twenty-one (21) calendar days' notice prior to the effective date of implementation to the Cardholder and/or Corporation. Notification to the Cardholder and the Corporation of the change and the effective date of any such change shall be by way of posting a notice in the Bank's banking halls and/or the Banks' website. Where practicable, the Bank may also notify the Cardholder through any of the following means:
- (i) by way of a single publication in one or more newspaper of the Bank's choice of such changes and its effective date of change; and/or
  - (ii) by posting an insertion in the Statement and Consolidated Statement of such changes and its effective date of change; and/or
  - (iii) by posting a notice of such changes and its effective date of change to the Cardholder and/or the Corporation by way of ordinary or registered post; and/or
  - (iv) by sending notice of such changes and its effective date of change by SMS or electronic mail to the Cardholder and/or Corporation.
- (b) The communication made by the Bank hereunder shall be deemed to have been received by or communicated to the Cardholder and the Corporation:
- (i) on the date of posting of the notice in the Bank's banking halls or website;
  - (ii) on the date of first publication in any newspaper of the Bank's choice if communication is made or effected by the Bank in accordance with the provision of Clause 13A(a)(i) above;
  - (iii) three (3) calendar days after the date of posting of the Statement or Consolidated Statement to the Cardholder or the Corporation respectively if communication is made or effected by the Bank in accordance with the provision of Clause 13A(a)(ii) above;
  - (iv) three (3) calendar days after the date of posting of the notice to the Cardholder or the Corporation by ordinary or registered post if communication is made or effected by the Bank in accordance with the provision of Clause 13A(a)(iii) above; and/or
  - (v) on the date the notice of such changes are sent by SMS or electronic mail to the Cardholder or the date such notice of changes is posted to the Bank's website in accordance with the provision of Clause 13A(a)(iv) above.

The decision of the Bank as to the rate of interest chargeable at any time on the Cardholder's Mastercard Account or the method of calculation thereof shall be final and conclusive and treated as binding on the Cardholder and Corporation, save and except where there is manifest error.

## LATE PAYMENT CHARGES

14. (a) Notwithstanding Clause 13(a)(iii) above, if the Corporation fails to make the minimum payment due on the due date, a late payment charge of 1% on the unpaid balance arising from retail transactions and cash advance transactions (subject to a minimum of RM10.00 and a maximum of RM100.00 or such other limit which the Bank may decide provided that such limits decided by the Bank do not exceed those prescribed by the Applicable Laws and Regulations) will be charged for each month that the



minimum payment due is not paid. This late payment charge is imposed by way of liquidated damages and not as a penalty and shall be payable before, as well as after any court order or judgment. The Bank shall however grant the Corporation a grace period of four (4) calendar days after the payment due date where the payment due dates fall on a weekend or a public holiday.

- (b) Upon the termination of the use of the Card, a late payment charge will continue to be charged.

## ACCOUNT CLOSURE

15. The Bank shall close the Cardholder's Mastercard Account immediately upon the receipt of a closure request from the Corporation or upon the termination of the use of the Card or at any such other time as it deems fit upon adequate prior notice to the Cardholder and/or Corporation without being subjected to any fees and charges imposed by the Bank on the Cardholder. In connection with such closure the Bank, shall arrange for a refund to the Corporation of the balance in such account(s), if any, within thirty (30) calendar days by way of Cashier's Order or Bank Draft to be sent by post or by any other means or such other mode of payment as determined by the Bank.

## APPLICATION OF PAYMENTS

16. All payments to the Bank must be made in the billing currency. Payments by the Corporation to the Bank shall not be considered to have been made until the relevant funds have been received for the value by the Bank. All payment by cheques must include inland exchange commission where applicable. Failure to include such inland exchange commission shall entitle the Bank to debit the same from the Main Account or any one of the Mastercard Accounts opened for the benefit of the Corporation or exercise its right of set-off as the Bank deems fit. Payments made by the Corporation to the Bank whether by direct debit from the Corporation's Other Accounts or otherwise will be applied to settle those balances (i.e. items appearing in the Statement) attracting the highest interest first. The Bank is authorised (but not obliged to) transfer payments from one credit card account to another credit card account (for all accounts within the same Corporation) to regularise any outstanding arrears in the other accounts.

## WAIVER

17. (a) The Bank's acceptance of late payments or partial payments or cheques or money orders marked as payment in full or waiver by the Bank of its rights or indulgence to the Corporation shall not operate to prevent the Bank from enforcing any of its rights under this Agreement to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of this Agreement in any respect.
- (b) The rights of the Bank in this Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights under any applicable law. The rights of the Bank in this Agreement shall not be capable of being waived or varied, except by an express waiver or variation in writing, and any failure to exercise or any delay in exercising or any defective or partial exercise of any of such rights shall not operate as a waiver or variation of that or any other such right and no act or course of conduct or negotiation on its part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

## PAYMENT BY CHEQUES

18. Cheques sent by the Corporation as payment and which have been subsequently dishonoured may be returned by messenger or by courier or by post to the Corporation at the Corporation's own risk and expense. The Bank shall not be responsible nor liable to the Corporation in the event the dishonoured cheques are lost in transit unless due to and caused directly by the Bank's fraud, gross negligence or willful default.

## PREPAYMENT

19. (a) In the event the Corporation pays the Bank any amount exceeding the New Balance ("**prepayment**"), the Bank may at any time at its discretion be entitled to verify the source of the funds of the prepayment. Subject to the Bank having satisfied itself with the verification, the Bank, without any prejudice to any other right of the Bank under this Agreement, may apply the prepayment towards the Corporation's payment obligation for purchases and transactions effected by the Card. Pending the Bank's verification of the source of the funds of the prepayment:

- (i) the Bank reserves the right to suspend the use of the Card and/or decline any transaction attempted on the Card by the Cardholder after the prepayment; and
- (ii) any sum standing to the credit of the Mastercard Account as a result of the prepayment shall not be refundable to the Corporation.
- (b) In the event that the source of funds from the prepayment is from another financial institution by way of a "balance transfer" arrangement or otherwise and such prepayment results in a sum standing to the credit of the Mastercard Account, the Bank will refund to such financial institution such sum standing to the credit of the Mastercard Account and this refund will be reflected in the Statement and Consolidated Statement issued to the Cardholder and the Corporation respectively.

## SET-OFF

20. The Bank may, by giving the Corporation seven (7) calendar days' prior notice, combine or consolidate all or any account(s) of the Corporation with the Bank wherever located and whether in Ringgit Malaysia or in any other currency or set-off or transfer any sum standing to the credit of any such account(s) including a joint account with any other third party in or towards discharge of all sums due to the Bank now or hereafter under any account(s) of the Corporation and/or the Obligors with the Bank wherever located and whether in Ringgit Malaysia or in any other currency and may do so notwithstanding that the balances on such account(s) and the sums due may not be expressed in the same currency and the Corporation authorises the Bank to effect any such combination, consolidation, set-off or transfer with the necessary conversions at the Bank's prevailing exchange rates which shall be determined by the Bank at its discretion. In this regard the Bank may concurrently earmark any available funds in the Corporation's deposit accounts against the Corporation's outstanding balance upon the issuance of the said notice to the Corporation.

## LEGAL COSTS AND INDEMNITY

21. (a) The Corporation shall be liable to pay the Bank all legal costs (including but not limited to legal costs on a solicitor and client basis), charges and expenses which the Bank may incur in enforcing or seeking to enforce this Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Corporation.
- (b) In addition to and without prejudice to all other rights available to the Bank, unless due to and caused directly by the Bank's fraud, gross negligence or wilful default, the Corporation further undertakes to indemnify and keep the Bank indemnified from and against all claims, demands, actions, proceedings, loss and expenses together with all interest and charges and all other liabilities, indebtedness and monies due and owing of whatsoever nature or description which may be made or taken or incurred or suffered by the Bank in connection with or in any manner arising out of the use of the Card(s) by and/or the issuance of the Card(s) to the Cardholder and/or the enforcement of any of the Bank's rights hereunder.

## FORCE MAJEURE

22. Without prejudice to any of the provisions of this Agreement, the Cardholder and the Corporation shall not hold the Bank liable in the event that the Bank is unable to perform in whole or in part any of its obligations under this Agreement, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond the Bank's control or due to any factor in a nature of a force majeure. Any inability to meet a payment due by the Corporation to the Bank because of lack of funds will in no circumstances be treated as an event of force majeure. In the event that the Bank is not able to furnish the Cardholder with a Statement and/or the Corporation with a Consolidated Statement pursuant to the provisions of this Agreement for any period of time, the Corporation's liability for finance charges and other charges shall nevertheless continue to accrue and for the purpose of computing the interest payable to the Bank or establishing the due date for payment of interest and principal, the Bank may select any day of the month as the monthly statement date.

## BANK NOT LIABLE FOR ACTS OF MERCHANTS AND OTHER THIRD PARTIES

23. (a) The Bank shall not be responsible for the refusal of any merchant or member institution of MCI to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder and/or the Corporation by any merchant. Any

complaint by the Cardholder and/or the Corporation must be resolved directly with the merchant or the member institution of MCI concerned and no claim against the merchant or member institution of MCI may be set-off or counter-claimed against the Bank. Furthermore, the Cardholder and the Corporation agree to be liable for the amounts incurred and will not withhold payment to the Bank on account of any such complaint or under any circumstances whatsoever. Goods and services obtained against the Card shall not be exchanged or returned for a cash refund but a credit voucher shall be issued by the merchant for this purpose. Upon receipt of any credit voucher the Bank shall credit the same into the Cardholder's Mastercard Account. Unless the credit voucher issued is received by the Bank, the Cardholder and the Corporation shall remain liable for the amount incurred.

- (b) Without prejudice to Clause 23(a) above, the Bank shall not be liable for any damages suffered or loss incurred by the Cardholder and/or the Corporation under any circumstances whatsoever (unless they arise from and are caused directly by the Bank's fraud, gross negligence and wilful default) whether or not such circumstances relate to or arise out of this Agreement including but not limited to non-acceptance of the Card by any merchant, person or body non-acceptance by any bank or any member institution of MCI for cash advances, rejection of the Card by any ATM, non-renewal, restriction or cancellation of the credit limits or facilities, the listing of such Card number in any cancellation lists or under any circumstances wherein the Bank shall be obliged to act reasonably to protect its rights under the provisions of this Agreement.
- (c) The Bank will not be liable in any way for any loss or damage caused to the Cardholder, by MCI and/or its member institution. The Cardholder should handle any claim against or dispute with MCI and/or its member institution directly with such entity. If such a claim or dispute arises, the Cardholder may not withhold any payment to the Bank under these terms and conditions.

#### AMENDMENTS

- 24. (a) The Bank reserves the right to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("**the Amendment**") any of the terms and conditions in this Agreement from time to time upon giving twenty-one (21) calendar days' prior notice and they shall become effective on such date as notified by the Bank. At the discretion of the Bank, notification of the Amendment or any other communication or notice to the Cardholder may be effected by any one of the following means of communication:
  - (i) by dispatching the same to the Cardholder and the Corporation by courier or hand;
  - (ii) by posting a notice in the Bank's premises stating such changes and its effective date of change;
  - (iii) by way of a single publication in one or more newspaper of the Bank's choice of such changes and its effective date of change;
  - (iv) by posting an insertion in the Statement or Consolidated Statement of such changes and its effective date of change;
  - (v) by posting a notice of such changes and its effective date of change to the Cardholder and the Corporation by way of an ordinary or registered post; and/or
  - (vi) by sending notice of such changes and its effective date of change by SMS or electronic mail to the Cardholder and the Corporation or by posting the notice of such changes and its effective date of change on the Bank's website.

Communication to the Cardholder and the Corporation by any one of the above mode of communication shall be deemed to have been received by or communicated to the Cardholder and the Corporation in accordance with the provisions of Clause 13A(b) (*Changes in Finance Charges and Other Charges*) and in the case where notice of the Amendment is dispatched to the Cardholder and the Corporation by courier or hand on the day of delivery.

Such changes will apply on the effective date specified by the Bank and will apply to all outstanding balances in the Mastercard Account. Retention or use of the Card after the effective date of any change of terms and conditions in this Agreement shall be deemed to constitute acceptance of such changes without reservation by the Cardholder and the Corporation.

- (b) This Agreement (with all ancillary agreements as time to time amended by the Bank) contains, and is intended as, a complete statement of all of the terms and arrangements between the parties hereto with respect to the matters provided for herein, and

supersedes any previous agreements and understandings between the parties hereto with respect to any such matters.

#### SEVERABILITY

- 25. 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 be affected or impaired.

#### DISCLOSURE

- 26. (a) The Cardholder and the Corporation agree that the Bank is permitted to disclose any information or documents relating to the Cardholder and/or the Corporation, the Cardholder's and/or the Corporation's affairs and/or any accounts maintained by the Cardholder and/or the Corporation with the Bank to such persons under Schedule 11 of the Financial Services Act 2013 including:
  - (i) Bank Negara Malaysia or other regulatory authorities or enforcement authority or body (governmental or otherwise) under any applicable law in or outside Malaysia;
  - (ii) pursuant to any subpoena or request or order of the courts; and
  - (iii) where disclosure is required or permitted by applicable laws.
- (b) The Cardholder and the Corporation also agree, consent to and authorise the Bank to disclose any information or documents relating to the Cardholder and/or the Corporation, the Cardholder's and/or the Corporation's affairs and/or any accounts maintained by the Cardholder and/or the Corporation with the Bank to:
  - (i) any of the Bank's agents, service providers, auditors, legal counsel and/or professional advisors, in or outside Malaysia, for facilitating and/or protecting the business, operations, facilities and services provided in connection with any information or documents relating to the Cardholder and/or the Corporation, the Cardholder's and/or the Corporation's affairs and/or any accounts maintained by the Cardholder and/or the Corporation with the Bank;
  - (ii) any entity within the group of the CIMB Group Holdings Berhad, the Bank's ultimate holding company (collectively "Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia, for facilitating the business, operations, facilities and services of or granted or provided by the Bank and/ or the Group Companies to their customers;
  - (iii) any person who has guaranteed or may guarantee or otherwise has provided security or may provide security in relation to the use of the Card;
  - (iv) any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement, or for the purposes of potential litigation or litigation involving the Bank as and when required or requested to do so from time to time and at any time;
  - (v) any company and/or organisation that assist or facilitate the processing and/or fulfillment of transactions or instructions that the Cardholder and/or the Corporation has requested and/or given to the Bank;
  - (vi) any person who is assisting the Bank in recovering any monies due and owing from the Cardholder and/or the Corporation to the Bank (including but not limited to debt collection agencies, its employees and agents);
  - (vii) any merchant and any member institution of MCI and/or any person or entity having a legitimate interest in the Cardholder insofar as it relates to the use of the Card by the Cardholder;
  - (viii) any insurer or insurance broker or direct or indirect provider of credit protection of the Bank or which is required for the maintenance and/or facilitation of the provision of the Card to the Cardholder and/or the Corporation;

- (ix) any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under these terms and conditions; and
  - (x) such third parties and for the purpose(s) as identified in the CIMB Group Privacy Notice under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively;
- (c) Further, the Cardholder and the Corporation agree, consent to and authorise the Bank to:
- (i) lodge reports (including police reports) and/or circulars and/or insert advertisements or publish or display notices (including any advertisements in any media) incorporating any or all of the Cardholder's personal particulars and/or the Corporation's particulars, particulars of his/its accounts relating to the Card (including but not limited to the Cardholder's and/or the Corporation's accounts and financial status) which the Bank may deem necessary for the purpose of recovering any monies due and owing from the Corporation to the Bank;
  - (ii) check the credit standing of an applicant for the Card and/or the Cardholder's personal particulars and/or the Corporation's particulars, dealings and credit standing with third parties including companies, individuals, agencies, financial institutions or other bodies and to obtain therefrom such information as may be required by the Bank; and
  - (iii) disclose to each other (i.e. Cardholder's information to the Corporation and Corporation's information to the Cardholder) the information referred to in sub-paragraph (ii) above and any information which the Bank deems fit concerning the Mastercard Account and the Cardholder's Other Accounts and/or Corporation's Other Accounts, as the case may be.
- (d) The Cardholder and the Corporation understands and agrees that the consent given above cannot be withdrawn where such disclosure of the Cardholder and/or the Corporation's information is necessary for the provision of the services in relation to the Card and/or related services or the performance of the contract with the Cardholder and the Corporation to comply with contractual or legal requirements.
- Any disclosure by the Bank to Group Companies (within Malaysia) may also be for cross selling purposes provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected by the Cardholder or the Corporation by contacting the Bank at the following telephone number or address (which may be changed by the Bank from time to time by notice to the Cardholder): Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan, Malaysia, Tel No.: +603 6204 7788 / e-mail: contactus@cimb.com.
- (e) The Bank hereby disclaims all liability to the Cardholder and the Corporation for any loss or damage of any nature whatsoever suffered by the Cardholder and/or the Corporation arising from or occasioned by the disclosure of any information or interpretation or use of information disclosed unless the same is caused directly by the Bank's fraud, gross negligence or wilful default.

#### FURTHER DOCUMENTS

27. The Cardholder and the Corporation undertake to sign such further documents as may be requested by the Bank from time to time and the Cardholder and the Corporation hereby expressly covenant and agree that at the election of the Bank such further documents may be deemed to take effect retrospectively.

#### SERVICE OF COURT PROCESS AND CHANGE IN PARTICULARS

28. (a) The Cardholder and the Corporation hereby irrevocably consent to the service of any court process or delivery of cheque, bank draft, cashier's order or Card or any other document or item by ordinary post or by hand or by courier service to the last known address of the Cardholder or the Corporation, as the case may be, in the Bank's record and such service and/or delivery shall be deemed effective three (3) calendar days after posting, if sent by post and at the time of delivery, if delivered by hand or courier. Service of court process may also be effected by any other manner permitted by the law.
- (b) The Cardholder and the Corporation must:
- (i) promptly notify the Bank in writing of any changes in the Cardholder's and/or the Corporation's email address(es) and/or mailing address(es) and/or telephone or mobile number(s) and employment or business or address (office or residential) and/or other particulars recorded with the Bank;
  - (ii) update the Corporation's particulars and the Cardholder's personal particulars at the Bank's request from time to time;

- (iii) provide the Bank with any information that the Bank reasonably and lawfully requests regarding the Cardholder's use of the Card and to also provide the Bank with any documentation or supporting documents relating thereto which the Bank may request and to cooperate in any investigation or litigation arising from or in connection with the use of the Card;
- (iv) in the event the Cardholder ceases to be employed by the Corporation or otherwise ceases to be associated with the Corporation, immediately:
  - (1) notify the Bank in writing of such cessation; and
  - (2) retrieve the Card from the Cardholder and cut the Card into halves.

#### CONCLUSIVE EVIDENCE CERTIFICATE

29. Any certificate, notice or demand signed on behalf of the Bank by any officer of the Bank or any solicitor or firm of solicitor acting on behalf of the Bank shall be conclusive evidence against the Corporation for all purposes whatsoever including for purposes of legal proceedings in relation to all matters stated therein including the amount due and owing to the Bank by the Corporation, save and except where there is manifest error.

#### CANCELLATION / SUSPENSION

30. In addition and without prejudice to any other rights and remedies of the Bank or the generality of any other provisions of the Agreement, the Bank shall be entitled at its discretion to declare that:
- (a) the Card shall be suspended, whereupon the same shall be suspended;
  - (b) the Card or any part thereof shall be cancelled, whereupon the same shall be cancelled; and/or
  - (c) all or any principal, interest and other charges or other amounts whatsoever outstanding under the Card (whether present, future, actual or contingent) to be forthwith due and payable, whereupon the same shall become so payable,
- if any event or series of events whether related or not including but without limitation to any act of violence, terrorism, hostility or war, national emergency, rebellion, revolution, insurrection, usurpation or other calamity (whether occurring within or outside Malaysia or any other place the Bank may carry on business) or other change in circumstances has or have occurred which in the opinion of the Bank (which opinion shall be final and binding on the Cardholder and the Corporation):
- (i) would or might render it inadvisable or impractical for the Bank to make, maintain or fund the Card facility or to continue to do so or to allow any utilisation or further utilisation of the Card facility or to comply with any of its obligations under this Agreement; or
  - (ii) could or might affect the ability or willingness of the Cardholder and/or the Corporation to observe or comply with any obligation on the part of the Cardholder and/or the Corporation to be complied under this Agreement or make it improbable that the Cardholder and/or the Corporation would be able or willing to do so.

#### SUSPENSE ACCOUNT

31. For the purposes of enabling the Bank to preserve intact, the liability of any party, including the Cardholder and the Corporation once a writ of summons or summons has been issued or to prove in the bankruptcy or insolvency of the Cardholder and/or the Corporation or for such other reasons as the Bank deems fit, the Bank may apply any monies received, recovered or realised hereunder or under any other security or guarantee towards the discharge of the sums due and owing to the Bank and/or place and/or keep such monies to the credit of the Cardholder and/or the Corporation in a suspense account pending the determination by the Bank on the application of the said monies or any part thereof as the Bank deem fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

#### APPOINTMENT OF AGENTS

32. Without prejudice to the Bank's rights under this Agreement, the Bank shall, after giving the Cardholder and the Corporation seven (7) calendar days' notice, have the right, at its discretion, to appoint an agent of its choice to collect all and any sums due to the Bank from the Cardholder and/or the Corporation under this Agreement. The Bank will inform the Cardholder and the Corporation the impact on the Cardholder's and Corporation's rights and obligations after such appointment or where the debt has been sold to a third party. Under



specific circumstances where the Cardholder and Corporation are not contactable, the Bank is considered to have fulfilled the obligation if such notice has been sent to the last known address of the Cardholder and the Corporation at least seven (7) calendar days in advance. The Bank shall provide the Cardholder and Corporation with the name and contact details of the appointed third party agent or the third party to whom the Bank has outsourced the collection of all and any sums due to the Bank from the Cardholder and Corporation.

## SUCCESSORS

33. This Agreement shall be binding upon the heirs, personal representatives and successors-in-title of the Cardholder and the Corporation and on the successors-in-title and assigns of the Bank.

## RECONSTRUCTION OF THE BANK

34. The obligations and liabilities of the Cardholder and the Corporation shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank or of any company by which the business of Bank may for the time being be carried on and shall be available to the company carrying on that business for the time being.

## TIME OF THE ESSENCE

35. Time wherever mentioned shall be the essence of the Agreement

## LAW APPLICABLE AND JURISDICTION

36. This Agreement shall be deemed to be a contract made under the laws of Malaysia and shall for all purposes be governed by and construed in accordance with the laws of Malaysia and the parties hereto hereby agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia

## LANGUAGE

- 36A. The Bahasa Malaysia version of this Agreement can be made available to the Cardholder and/or the Corporation upon request. If there is any inconsistency, conflict, ambiguity or discrepancy between the Bahasa Malaysia and English version, the English version of this Agreement shall prevail. Notwithstanding the above, where request is made by the Cardholder and/or Corporation and noted and acknowledged by the Bank in its records that the Bahasa Malaysia version of this Agreement shall govern the operation of the Card, then the Bahasa Malaysia version shall prevail.

## EXCLUSION OF LIABILITY

37. The Bank shall not be liable to the Cardholder and/or the Corporation for any loss and damage whatsoever (including such relating to or arising from any non-renewal or cancellation of the Card or revocation, suspension or restriction of the use of the Card by the Cardholder and/or the Corporation) and howsoever suffered in relation to the Cardholder's and/or the Corporation's use of the Card unless they arise from and are caused directly by the Bank's fraud, gross negligence or wilful default.

Notwithstanding any provision to the contrary in this Agreement or in any other agreement with the Bank, the Bank and/or any of its officers and employees shall not be liable for any indirect, incidental, consequential and/or secondary loss or damage, including any loss of interest, loss of contracts or profits, savings or income, expectation loss, reliance loss or pure economic loss and any exemplary or punitive damages, which may be suffered or incurred by the Cardholder, Corporation or any third party directly or indirectly, even if the Bank has been notified of the possible damages or any claim against the Cardholder and/or the Corporation.

## PUBLICATION OF THIS AGREEMENT ON BANK'S WEBSITE

38. A copy of this Agreement is published at the Bank's website [www.cimb.com.my/business](http://www.cimb.com.my/business) (or such other website which the Bank may change from time to time by notification to the Cardholder and Corporation). In the event the Bank changes or varies any terms of this Agreement, the amended and updated version will be posted on the Bank's aforesaid website.

## COMPLAINT

39. In the event of any complaint relating to this Agreement, the Cardholder and Corporation may contact the Bank's Customer Resolution Unit ("CRU") bearing the following address, e-mail address and telephone (or such other address, e-mail address and telephone as notified by the

Bank to the Cardholder and Corporation):

Customer Resolution Unit (CRU)  
P.O. Box 10338, GPO Kuala Lumpur,  
50710 Wilayah Persekutuan, Malaysia  
Tel : +603 6204 7788  
E mail add : [contactus@cimb.com](mailto:contactus@cimb.com)

## PRIVACY CLAUSE (RELATING TO CORPORATION)

40. The Corporation consents and authorises, and confirms that it has duly obtained its directors, shareholders, officers, guarantors and/or such other relevant persons (hereinafter referred to either singly or collectively as "Relevant Person") consent and authority, for the Bank:-
- (a) to be provided information (inclusive of relevant personal information of the Relevant Person) as may be required by the Bank for processing (as defined in the Personal Data Protection Act 2010) and for the purpose of the grant and continued maintenance of the facility / account;
  - (b) to carry out the necessary reference checks including credit reference with credit reference/reporting agencies to further ascertain the status of the Relevant Persons and the Corporation and its subsidiaries; and
  - (c) to disclose the Relevant Person's personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at [www.cimb.com.my/business](http://www.cimb.com.my/business));

The Corporation agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial information relating to the said directors, shareholders, officers, guarantors and/or relevant persons. Should the said consent and/or authority be subsequently revoked by any of the said directors, its shareholders, officers, guarantors and/or relevant persons, the Corporation agrees that the Bank shall have the right to terminate this facility/ close the account.

This Clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

## PRIVACY CLAUSE (RELATING TO CARDHOLDER)

41. (a) The Cardholder confirms that he/she has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at [www.cimb.com.my/business](http://www.cimb.com.my/business)) and the clauses in this Agreement, as may relate to the processing of the Cardholder's personal information. For the avoidance of doubt, the Cardholder agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- (b) In the event the Cardholder provides personal and financial information relating to third parties, including information relating to the Cardholder's next-of-kin and dependents (where the Cardholder is an individual) or information relating to the Cardholder's directors, shareholders, officers, individual guarantors and security providers (where the Cardholder is a corporation), for the purpose of opening or operating the Cardholder's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Cardholder (a) confirms that he/she has obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this Agreement; (b) agrees to ensure that the personal and financial information of the said third parties is accurate; (c) agrees to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agrees to the Bank's right to terminate this Agreement should such consent be withdrawn by any of the said third parties.
  - (c) Where the Cardholder instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on the Cardholder's behalf, the Cardholder agrees to the above said disclosures on behalf of the Cardholder and others involved in the said cross-border transaction.
  - (d) The Bank may at any time and from time to time carry out the necessary reference checks including credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, Financial Information Services (FIS) and/or any other agencies and/or from any financial institution to enable the

Bank to ascertain the Cardholder's status as may be required to help make decisions, for example when the Bank needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of Cardholder's portfolio(s); and/or recover debts; and/or any purpose related to or in connection with the account/facility under this Agreement. The Cardholder will be linked by credit reporting/reference agencies to any other names the Cardholder uses or have used, and as joint and several applicants. The Bank may also share information about the Cardholder and how the Cardholder manages his/her account(s)/facility(ies) with relevant credit reporting/reference agencies.

- (e) Even after the Cardholder has provided the Bank with any information, the Cardholder will have the option to withdraw the consent given earlier, except where such disclosure of the Cardholder's information is necessary for the provision of the Card and/or related services or the performance of the contract with the Cardholder to comply with contractual requirements.
- (f) The Bank reserves the right to amend this Clause from time to time at the Bank's sole discretion and shall provide at least twenty- one (21) calendar days; prior notice and shall provide prior notification to the Cardholder in writing and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches. (g) For the purposes of this Clause, CIMB Group consists of CIMB Group Holdings Berhad and all its related corporations as defined in the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside

Malaysia, and the use of the words "the Bank" and "the Banks" are to be read as references to CIMB Group.

- (g) The Cardholder further agrees that the Bank shall not in any event be liable for any claim, loss, damage howsoever arising, whether in contract, tort, negligence, strict liability or any basis, from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information forwarded by the Bank to such credit reporting/reference agencies and/or such other party, as the case may be, or in relation to any access or
- (h) use, or the inability to access or use by such credit reporting/reference agencies and/or such other party or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, interruption, error, omission, delay, viruses or otherwise howsoever, unless the same is caused directly by the Bank's fraud, gross negligence or wilful default.
- (i) This Clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

#### TAX(ES)

- 42. The Corporation shall bear all fees, charges, taxes (including service tax), costs and expenses payable in connection with or arising out of this Agreement or the Cardholder's Mastercard Account or any services in connection therewith chargeable under any law, regulation or code and the Bank shall be authorised to debit the Main Account and/or the Cardholder's Mastercard Account for the same.

## CASH REBATE TERMS AND CONDITIONS (if applicable)

1. Cash rebates ("**Cash Rebate**") are made available to Corporations who have successfully applied for and established a Main Account with the Bank. Cash Rebate shall be subject to this Agreement. In the event of any discrepancy or inconsistency of terms between the Platinum BusinessCard Terms and Conditions and Cash Rebate Terms and Conditions, the Cash Rebate Terms and Conditions shall prevail in so far as they relate only to the granting of Cash Rebate.
2. Cash Rebate is only available to the Corporations whose Main Account is current, valid, subsisting and who are not in default of any terms in the Cash Rebate Terms and Conditions. Cash Rebate will not be awarded if the Cardholder fails to make minimum payment by the payment due date.
3. Subject to the Cash Rebate Terms and Conditions, the Corporation will be awarded with:

(a) **0.5% Cash Rebate** for all local retail transactions, including recurring transactions, carried out using the Card issued to its Cardholders nominated by the Corporation save that the following transactions shall not be treated as retail transactions and are herein expressly excluded and no Cash Rebate will be granted in respect of any of them:

- (i) Purchase of petrol, diesel or other fuel purchases;
- (ii) Balance transfer transactions, cash advance, money transfers and/or repayment of any monthly installments under any installment payment facility provided by CIMB or other banks;
- (iii) Bill payment aggregators, charities, and government services transactions;
- (iv) Online betting and gambling transactions;
- (v) Quasi cash transactions (example: betting and/or gaming transactions/money changing transactions);
- (vi) Outstanding balances brought forward from the previous statement, late payment charges, finance charges brought forward from the previous statement, reversals, fraudulent retail transactions and other fees and charges; and
- (vii) Transactions made with any merchant associated with or controlled by the Corporation or shareholders' and/or directors of the Corporation.

(b) **1.25% Cash Rebate** for all overseas retail transactions (i.e. transactions performed outside of Malaysia including on international online merchants and dynamic currency conversion transactions) including recurring transactions, carried out using the Card issued to its Cardholders nominated by the Corporation save that the following transactions shall not be treated as retail transactions and are herein expressly excluded and no Cash Rebate will be granted in respect of any of them:-

- (i) Balance transfer transactions, cash advance, money transfers and/or repayment of any monthly installments under any installment payment facility provided by CIMB or other banks;
- (ii) Outstanding balances brought forward from the previous statement, late payment charges, finance charges brought forward from the previous statement, reversals, fraudulent retail transactions and other fees and charges;
- (iii) Online betting and gambling transactions;
- (iv) Quasi cash transactions (example: betting and/or gaming transactions/money changing transactions); and
- (v) Transactions made with any merchant associated with or controlled by the Corporation or shareholders' and/or directors of the Corporation.

Any determination by the Bank as to what types of transactions are excluded from the entitlement to Cash Rebates shall be final, conclusive and binding. The Bank also reserves the right to vary the rate or impose limits on the Cash Rebate granted at any time and from time to time upon giving the Corporation at least twenty-one (21) calendar days prior notice.

4. In addition to the Cash Rebate mentioned in Clause 3, the Bank will award a **RM50 Cash Rebate** for twenty (20) retail transactions performed (i) within the period of twelve (12) months from the date of the issuance of the Card ("Card Issuance Date"), and on upon expiry thereof, (ii) within the period of twelve (12) months from the anniversary of the Card Issuance Date on a yearly basis, carried out using the Card issued to its Cardholders nominated by the Corporation save that the following transactions shall not be treated as retail transactions and are herein expressly excluded and no Cash Rebate will be granted in respect of any of them:-

- (a) Purchase of petrol, diesel or other fuel purchases;
- (b) Balance transfer transactions, cash advance, money transfers and/or repayment of any monthly installments under any installment payment facility provided by CIMB or other banks;
- (c) Bill payment aggregators, charities, and government services transactions;
- (d) Online betting and gambling transactions;
- (e) Quasi cash transactions (example: betting and/or gaming transactions/money changing transactions);
- (f) Outstanding balances brought forward from the previous statement, late payment charges, finance charges brought forward from the previous statement, reversals, fraudulent retail transactions and other fees and charges; and
- (g) Transactions made with any merchant associated with or controlled by the Corporation or shareholders' and/or directors of the Corporation.

Any determination by the Bank as to what types of transactions are excluded from the entitlement to Cash Rebate shall be final and conclusive. The Bank also reserves the right to vary the rate or impose limits on the Cash Rebate granted at any time and from time to time upon giving the Corporation at least twenty-one (21) calendar days' prior notice.

In the event of a replaced card due to lost, stolen, fraud, dispute or any reason whatsoever, the count of twenty (20) transactions performed prior thereto will be cumulative across to the replaced card.

5. For the purpose of calculating the Cash Rebate, foreign currency spending shall be converted to Ringgit Malaysia (RM) and shall be based on the Bank's transaction records only, which shall be conclusive, save for manifest error.
6. The determination of the Cardholder's qualifying spend to be qualified for any entitlement for the Cash Rebate is subject to classification of payment transaction type by the respective merchant's acquiring bank and it is the responsibility of the particular merchant's acquiring bank to assign the correct transaction type and merchant category code (MCC). The Corporation and/or the Cardholder shall not be entitled to claim for any compensation whatsoever against CIMB for such non-posting of the Cash Rebate due to incorrect assignment of the transaction type and/or MCC by the respective merchant's acquiring bank.
7. All Cash Rebate made available to the Corporation are in lieu of bonus points and/or any other rewards usually associated with the Bank's other credit cards. Unless otherwise expressly stated, where a Corporation is granted Cash Rebate, that Corporation (and the Cardholder) shall not be entitled to bonus points and/or any other rewards usually associated with the Bank's other credit cards.
8. The Cash Rebate earned by the Cardholder for each current month will be calculated (rounded down to the nearest Malaysian Ringgit) up until the statement date in respect of the said current month. The Cash Rebate earned shall be utilized towards payment of the outstanding balances due on the Mastercard Account. The Bank may however vary the date and the frequency of the crediting of the Cash Rebate at its discretion. If any transactions are disputed, alleged to be fraudulent or is refunded/reversed, the Cash Rebate earned on such transaction may be reversed or cancelled by the Bank at its discretion.
9. The Cash Rebate available hereunder are merely a privilege granted by the Bank and the Bank reserves the right and discretion at any time, without having to assign any reason, to suspend for a definite period or indefinitely, cancel and/or terminate the Cash Rebate made available and/or any other benefits available under the Platinum BusinessCard (if any) upon giving the Cardholder or Corporation at least twenty-one (21) calendar days' prior notice. The Bank will not be liable for the suspension, cancellation or termination of the Cash Rebate granted or any benefits available thereunder nor for any losses or damages howsoever incurred by the Corporation and/or the Cardholder as a result of the act of suspension, cancellation or termination.
10. The Bank reserves the right upon giving the Cardholder and/or the Corporation twenty-one (21) calendar days' prior notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("**Amendment**") any of these terms and conditions. Notification to the Cardholder and/or the Corporation in respect of the Amendment or in relation to any other notice or communication by CIMB to the Corporation shall be effected at CIMB's discretion in the same manner set out in Clause 24(a)(i) to (vi) (*Amendments*) of Platinum BusinessCard Terms and Conditions and the Amendment shall be deemed binding on the Cardholder and/or Corporation as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.



11. The Bahasa Malaysia version of this Agreement can be made available to the Cardholder and/or the Corporation upon request. If there is any inconsistency, conflict, ambiguity or discrepancy between the Bahasa Malaysia and English version, the English version of this Agreement shall prevail. Notwithstanding the above, where request is made by the Cardholder and/or Corporation and noted and acknowledged by the Bank in its records that the Bahasa Malaysia version of this Agreement shall govern the operation of the Platinum BusinessCard, then the Bahasa Malaysia version shall prevail.

## IMPORTANT NOTICE

The Travel Personal Accident Insurance ("the Insurance") is gratuitous for the benefit of the Cardholders under the Platinum BusinessCard (the Cardholders as Insured Person) under a Master Policy issued by Berjaya Sompō Insurance Berhad ("Berjaya Sompō") (as the Insurer) to CIMB Bank Berhad ("CIMB") (as the Policyholder) and shall not in any way be treated as creating any legal relationship between CIMB Bank Berhad and the Cardholders. The Insurance is subject to the contents of the Master Policy issued by the Insurer. Any change, amendment or endorsement (including cancellation) of the Master Policy shall be binding on the Cardholder after twenty-one (21) calendar days prior notice is given by the Insurer. For avoidance of doubt, for purposes of any claims under this Master Policy, the terms of this Master Policy shall be applied over the Platinum BusinessCard Terms and Conditions.

CIMB shall not be liable for any liability whatsoever in connection with or relating to the Master Policy and CIMB does not accept any responsibility in connection with the rights of the Insured Person or any person thereunder. Every Cardholder under the Platinum BusinessCard shall be deemed to have accepted the contents of the Master Policy and be bound thereby.

All Cardholders shall observe the contents of the Master Policy in order not to prejudice their rights or any claims under it. No Cardholders shall have any right of recourse or action against CIMB for any matters arising from the Insurance/Master Policy.

If you have any queries regarding the insurance coverage under the Master Policy, you may contact Berjaya Sompō directly at:

## Customer Service Centre

**Berjaya Sompō Insurance Berhad [198001008821 (62605-U)]**

Level 36, Menara Bangkok Bank

105, Jalan Ampang

50450 Kuala Lumpur

Toll Free No. : 1-800-889-933 (within Malaysia)

Tel. : 03-2170 7300

Fax : 03-2170 4800

Operating hours from 8.30am to 5.00pm

Monday – Friday (except Public Holidays)

E-mail : customer@bsompō.com.my

The following pages is an extract of and subject to the contents of the Master Policy issued by Berjaya Sompō for Cardholders under Platinum BusinessCard.

## DEFINITIONS

For the purpose of this policy:

1. **Abroad** shall mean another country overseas.
2. **Accident** shall mean any sudden or unexpected and violent event on the part of the **Insured Person**, resulting directly and independently from the action of an external cause, other than any intentionally self-inflicted injury.
3. **Country of Residence** shall mean the country to which the **Insured Person** resides permanently and is granted the rights of citizenship or permanent residency or working permit by the relevant governmental authorities
4. **Company/Insurer/We/Us** shall mean Berjaya Sompō Insurance Berhad [Company No: 198001008821(62605-U)].
5. **Card** shall mean an unexpired CIMB credit or charge card under the category of Travel & Entertainment or Purchasing issued to the **Policyholder's** corporate Cardholders.
  - 5.1 Travel and Entertainment Card:
 

the use of card by the cardholder for the purpose of purchasing a full fare flight ticket for one person.
  - 5.2 Purchasing Card
 

the use of card by the cardholder for the purpose of purchasing a full fare flight ticket for an individual or group booking which shall be considered as one transaction.
6. **Cardholder** shall mean a corporation or individual:
  - 6.1 who is a holder of a valid, active and unexpired Card issued by the Policyholder in Malaysia. The maximum age limit for an individual cardholder is eighty (80) years old; and/or
  - 6.2 who at the time of a covered claim or loss is still a bona fide **Cardholder** and the Card Account is billed from Malaysia, and a **Cardholder** for the purposes of this Policy shall exclude an **Inactive Cardholder** and/or **Delinquent Cardholder**.

- (a) **Inactive Cardholders** shall mean Cardholders who have not made any purchases with their **Card** issued by the Policyholder for a period of at least six (6) consecutive months prior to the date of claim.
- (b) **Delinquent Cardholders** shall mean Cardholders who have not made any payment for their **Card** purchases in the last one (1) month from the due date as stated in the statement issued by the Policyholder.

7. The **Card Account** shall mean the Policyholder will maintain an account for the Cardholder for each Card held ("the **Card Account**") to which the value of all purchases of goods or services and of all cash advances effected by the use of the Card ("**Card Transactions**") and all fees and charges will be debited.
8. **Card Transaction** shall mean the use of the Card by the Cardholder for the purpose of purchasing a full fare flight ticket for an individual or group booking which shall be considered as one transaction.
9. **Carrier(s)** shall mean the entity that transports the **Insured Person** and **Insured Person's** luggage in the course of the journey by land, water or air conveyance which operates under a license for the transportation of passengers.
10. **Endorsement** shall mean written evidence of an agreed change to this Policy.
11. **Hotel** shall mean any hotel, motel, boarding house, guest house, rest house, rented mobile/motor home chalet or any public houses for which payment is made in order to attain lodging (excluding hospital or clinic).
12. **Injury** shall mean bodily injury to the **Insured Person** caused solely by violent, accidental, external and visible means and not by sickness, disease or gradual physical or mental wear and tear which **Injury** shall be solely and independently of any other cause, resulting in any of the covered losses as defined in the Schedule of Benefits.
13. **Insured Person** shall mean the Cardholder or employees of a corporation.
14. **Period of Insurance** shall mean the duration of the policy as stated in the Master Policy.
15. **Policyholder** shall mean CIMB Bank Berhad [Company No: 197201001799 (13491-P)]
16. **Public Conveyance** shall mean any land or water conveyance which is duly licensed for the regular transportation of fare-paying passengers and shall include **Scheduled Flights** as defined herein but shall exclude any hired or rental car or any conveyance operated for the purpose of amusement or entertainment.
17. **Scheduled Flight** shall mean a flight in an airworthy aircraft where the airline is listed in the official Airline Guide or ABC World Airways Guide and the air **Carrier** holds a certificate, license or similar authorization for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is operated and registered, and in accordance with such authorization, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times.

Such **Scheduled Flight** is regularly and continually flown on routes and at times as published in the ABC World Airways Guide as amended from time to time.

Departure times, transfers and destination points shall be established by reference to the **Insured Person's** Scheduled Flight ticket.

## SECTION I – DEATH AND PERMANENT DISABLEMENT

## 1. OPERATION OF INSURANCE COVERAGE

- 1.1 The contingencies against which insurance is granted are in respect of any Injuries received or the occurrence of death during a one-way or round trip taken by the **Insured Person** between the point of departure and the destination on or after the date of the ticket purchase; provided the full and total fare of such travel has been fully charged in advance under merchant category code (MCC) 3000 to 3299 (Airlines) or 4511 (Air Carrier, Airlines) to a Card maintained by the **Cardholder** with the **Policyholder** under the circumstances specified as follows:

- (a) while riding as a fare-paying passenger and not as a pilot or crew member, in or boarding or alighting from a scheduled aircraft.
- (b) while riding as a fare-paying passenger in a **Public Conveyance**, but only:
  - (i) on a direct undeviated journey to the airport for the purpose of boarding a **Scheduled Flight**;
  - (ii) when at the airport terminal itself; or

- (iii) when leaving an airport after alighting from such **Scheduled Flight** until they reach their final destination.

## 2. SCHEDULE OF BENEFITS

- 2.1 If within one hundred (100) days from the date of the **Accident** the **Injuries** sustained by the **Insured Person** shall result in any loss as specified below, **Berjaya Sompo** will pay the sum as set opposite the description of such loss, provided further, that not more than one (1) of these sums shall be payable for the **Injuries** resulting from any one **Accident**.

COVERAGE	BENEFIT AMOUNT FOR CIMB PLATINUM BUSINESSCARD
Loss of life	RM1,000,000
Loss of both hands or both feet	RM1,000,000
Loss of one hand and one foot	RM1,000,000
Loss of entire sight of both eyes	RM1,000,000
Loss of entire sight of one eye and one hand or one foot	RM1,000,000
Loss of one hand or one foot	RM500,000
Loss of entire sight of one eye	RM500,000

- 2.2 The maximum for all losses paid to any one **Insured Person** is limited up to 100% of the benefit amount as specified under the Schedule of Benefit.
- 2.3 "**Loss**" as used above in reference to hand or foot means complete and permanent severance through or above the wrist or ankle joint, and in reference to eye, "**Loss**" means the total and irrecoverable loss of the entire sight in such eye. Indemnity provided hereunder will not be paid under circumstances for more than one of the losses sustained by the **Insured Person** as the result of any one **Accident**.
- 2.4 In no event will duplicate or multiple cards issued by the Policyholder to the same **Insured Person** obligate **Berjaya Sompo** to pay to the said **Insured Person** in excess of the limits stated in the Schedule of Benefits for any claim as a result of any one **Accident** covered by this Section.

## 3. ACCUMULATION LIMIT

- 3.1 **Berjaya Sompo's** maximum aggregate liability shall be RM15,000,000 for any one **Accident**. In the event that an **Accident** involves more than one **Insured Person** and if the said limit of indemnity is insufficient to pay the full amount of indemnity for each **Insured Person**, then the amount payable for each **Insured Person** shall be pro-rated accordingly.
- 3.2 However, should the purchases be made via group booking (which shall be considered as one transaction) on the Purchasing Card, **Berjaya Sompo's** maximum aggregate liability shall be RM1,000,000.00 for any one **Accident**. If the said limit of indemnity is insufficient to pay the full amount of indemnity for each **Insured Person**, then the amount payable for each **Insured Person** shall be pro-rated accordingly.

## 4. EXPOSURE AND DISAPPEARANCE

- 4.1 When by reason of an **Accident** covered by this Policy, the **Insured Person** is unavoidably exposed to the natural elements and as a result of such exposure, suffers a loss for which benefit is otherwise payable hereunder, such loss shall be covered under the terms of this Policy.
- 4.2 If the body of the **Insured Person** has not been found within one (1) year of the disappearance, sinking or wrecking of the **Carrier** in which the **Insured Person** was travelling in at the time of the **Accident**, it will be presumed subject to the terms of this Policy, that the **Insured Person** suffered loss of life resulting from bodily **Injury** caused by an **Accident** at the time of such disappearance, sinking or wrecking.
- 4.3 The death of the **Insured Person** shall be established by an Official Death Certificate, or in the case of a disappearance following an **Accident** or the total loss of a **Carrier** by a Court presuming the death.

- 4.4 If at any time after payment has been made by **Berjaya Sompo** for such claim, the **Insured Person** is found to be living, the **Insured Person** shall make full refund to **Berjaya Sompo**.

## SECTION II – TRAVEL INCONVENIENCE BENEFIT

### 1. OPERATION OF INSURANCE COVERAGE

The insurance coverage for the **Insured Person** shall operate only when he is taking a trip during the **Period of Insurance** on a **Scheduled Flight** as a fare-paying passenger and when the entire air fare for travel on such **Scheduled flight** has been fully charged in advance under merchant category code (MCC) 3000 to 3299 (Airlines) or 4511 (Air Carrier, Airlines) to a Card maintained by the **Cardholder** with the **Policyholder**.

### 2. SCHEDULE OF BENEFITS

#### 2.1 FLIGHT DELAY

If the **Insured Person's** confirmed **Scheduled Flight** is delayed and no alternative onward transportation is made available to the **Insured Person** more than four (4) hours of the actual departure time of the **Scheduled Flight**, **Berjaya Sompo** will indemnify the actual additional expenses necessarily and reasonably incurred for **Hotel** accommodation and restaurant meals and refreshments, up to the maximum limits as specified in the **Limits of Indemnity** provided that the **Insured Person** has been at the airport at the time of such flight delay.

#### 2.2 MISSED FLIGHT CONNECTION

If the **Insured Person's** confirmed onward connecting **Scheduled Flight** is missed at the transfer point due to the late arrival of the **Insured Person's** incoming confirmed connecting **Scheduled Flight** and no alternative onward transportation is made available to the **Insured Person** more than four (4) hours of the actual arrival time of his incoming flight, **Berjaya Sompo** will indemnify the actual additional expenses necessarily and reasonably incurred for **Hotel** accommodation and restaurant meals or refreshments, up to a maximum limit as specified in the **Limits of Indemnity** provided that the **Insured Person** shall be at the airport at the time of such missed flight connection.

#### 2.3 MISSED FLIGHT DEPARTURE

If the **Insured Person's** confirmed **Scheduled Flight** is missed as a result of mechanical breakdown of **Public Conveyance** which fails to get the **Insured Person** to the departure port or airport as stated in the **Insured Person's** ticket, **Berjaya Sompo** will indemnify actual additional expenses necessarily and reasonably incurred for **Hotel** accommodation and restaurant meals and refreshments, up to a maximum limit as specified in the **Limits of Indemnity**, provided that the **Insured Person** must obtain confirmation of the mechanical breakdown in writing by the operator(s) of the **Public Conveyance** or their handling agent(s).

#### 2.4 ACCOMPANIED FLIGHT LUGGAGE DELAY

If the **Insured Person's** accompanied check-in flight luggage is not delivered to him more than six (6) hours of the **Insured Person's** actual arrival at the **abroad** scheduled destination point of his **Scheduled Flight**, **Berjaya Sompo** will indemnify the actual additional expenses necessarily and reasonably incurred at such **abroad** scheduled destination for emergency purchase of essential clothing and toiletries up to a maximum limit as specified in the **Limits of Indemnity**, provided that such flight luggage has been checked in by an authorized official of the air **Carrier** with which the **Insured Person** was travelling at the time of the occurrence.

#### 2.5 ACCOMPANIED FLIGHT LUGGAGE LOSS

If the **Insured Person's** accompanied check-in flight luggage is not delivered to him more than forty-eight (48) hours of the **Insured Person's** actual arrival at the **abroad** scheduled destination point of his **Scheduled Flight**, such luggage will be presumed to be permanently lost and **Berjaya Sompo** will indemnify the actual additional expenses necessarily and reasonably incurred within four (4) days at such **Scheduled destination** for emergency purchase of essential clothing and toiletries, up to a maximum limit as specified in the **Limits of Indemnity**, provided that the luggage presumed lost had been checked in by an authorized official of the air **Carrier** with which the **Insured Person** was travelling at the time of the occurrence.



### 3. LIMITS OF INDEMNITY

EXPENSES NECESSARILY AND REASONABLY INCURRED AS A RESULT OF:	BENEFIT AMOUNT FOR CIMB PLATINUM BUSINESSCARD
Flight delay by more than 4 hours	RM1,000
Missed flight connection by more than 4 hours	RM1,000
Missed flight departure	RM1,000
Accompanied flight luggage delay by more than 6 hours	RM1,000
Accompanied flight luggage loss by more than 48 hours	RM1,000

Duplicate or multiple charges made via the **Card** shall not obligate **Berjaya Sompo** to pay in excess of the limits as specified herein for expenses incurred by any one **Insured Person** as a result of any one event or occurrence covered by this Policy.

### SECTION III – OTHER BENEFITS

#### 1. OPERATION OF INSURANCE COVERAGE

The insurance coverage shall operate only when the **Insured Person** is taking a trip during the **Period of Insurance** on a **Scheduled Flight** as a fare-paying passenger and when the entire air fare for travel and such **Scheduled Flight** has been fully charged in advance to a **Card** maintained by the **Cardholder** with the **Policyholder** under circumstances specified as follows:

- when the **Insured Person** has arrived at the **Abroad** destination; and
- before the point of departure of the **Insured Person** to the **Country of Residence**.

#### 2. SCHEDULE OF BENEFITS

##### 2.1 CAR RENTAL EXCESS

If the **Insured Person** (whilst **Abroad**) is liable to pay any excess or deductible under a car rental agreement as a result of loss or damage to the rented car arising from an **Accident**, **Berjaya Sompo** will indemnify up to a maximum limit as specified in the **Limits of Indemnity** provided that:

- the car must be rented from a licensed rental agency;
- the **Insured Person** must take up a comprehensive motor insurance against any loss or damage to the rented car during the rental period; and
- the **Insured Person** must be either a named driver or co-driver of the rental vehicle.

**Berjaya Sompo** will not indemnify for loss or damage that is not due to an **Accident** involving the rented car.

##### 2.2 LOSS of PERSONAL MONEY and DOCUMENTS

If the **Insured Person's** money and travel documents are lost arising out of robbery, burglary or theft whilst **Abroad**, **Berjaya Sompo** will indemnify actual additional expenses necessarily and reasonably incurred for the purpose of obtaining replacement passports, travel tickets and any other travel documents up to a maximum limit as specified in the **Limits of Indemnity**, provided that money must be kept with the **Insured Person** except when in a **Hotel** safe. Such losses must be reported to the local police at the place of loss within twenty-four (24) hours after the incident and a police report detailing the circumstances and list of items lost must be obtained to substantiate the claim.

### 3. LIMITS OF INDEMNITY

EXPENSES NECESSARILY AND REASONABLY INCURRED AS A RESULT OF:	BENEFIT AMOUNT FOR CIMB PLATINUM BUSINESSCARD
Car rental excess	RM1,000
Loss of personal money and documents	RM1,000

### GENERAL EXCLUSIONS (WHICH APPLY TO THE WHOLE POLICY)

This Policy does not cover any claim relating to injury, illness, death, loss, liability, cost and/or expenses of any nature whatsoever suffered or incurred directly or indirectly and caused by or contributed to, or arising from the following regardless of any other cause or event contributing concurrently or in any other sequence to the subject matter of the claim:

- war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; or
  - any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

If **Berjaya Sompo** alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the **Insured Person**.
- HIV (Human Immunodeficiency Syndrome) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or any mutant derivatives, variations or treatment thereof however caused;
- riot or civil commotion, lockout or threat of such event;
- ionizing radiations from or contamination by radioactive from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; and/or
  - any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- While committing or attempting to commit any unlawful act;
- If **Insured Person** is disqualified by any order from any court of law or prohibited from renting and/or driving by reason of any law;
- Any consequential loss unless specified in this Policy;
- Any loss due to currency exchanges of any and every description;
- Travelling in an aircraft (other than as a fare-paying passenger of a fully licensed and **Scheduled Flight** passenger carrying aircraft);
- Suicide, self-injury or willful exposure to peril (other than in an attempt to save a human life);
- The **Insured Person** being affected by drugs unless the drugs are taken in accordance with an authorized medical prescription (but not for the treatment of drug addiction);
- Solvent abuse;
- Under the influence of alcohol or intoxicating liquor;
- Pregnancy, childbirth or pre-existing physical or mental defect or infirmity;
- Injury received while serving as operator or crew member or pilot of any conveyance or trade, technical or sporting activity in connection with an aircraft;
- Any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the **Insured Person's** own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means;
- permanent or temporary dispossession of luggage resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority; and/or
  - the destruction of property by order of any public authority;
- Pressure waves caused by any aircraft or aerial device travelling at sonic or supersonic speed; and/or
- Insolvency of airline operator, ticketing agents and travel agents; and/or
- In any action, suit or other proceeding where **Berjaya Sompo** alleges that by reason of the provisions above any loss, destruction or damage is not covered by this insurance the burden of proving that such loss, destruction or damage is covered shall be upon the **Insured Person**.

### EXCLUSIONS APPLICABLE TO SECTION II & III

**Section II & III** under this Policy do not cover any loss or expenses directly or indirectly caused by or resulting from any one or more of the following:

- delay, seizure, confiscation, destruction, requisition, retention or detention by Customs or any other Government or Public Authority or Official;
- delay caused by **Carriers** or re-scheduling in **Country of Residence** or the delayed departure at any point in or outside the Country of Residence during the **journey** if **Insured Person** chooses to abandon the trip;

3. failure of the Insured Person to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a Property Irregularity Report;
4. failure to obtain the required passport, visa and/or any other travel documents;
5. failure to the **Insured Person** to take reasonable measures to protect, save or recover lost luggage;
6. failure to check in at the airport, station or port according to the travel itinerary given to **Insured Person**;
7. any purchases made after collection of the delayed flight luggage by the Carrier under Section II;
8. loss or delay for which **Insured Person** has received replacement or compensation from the **Carrier** or any other party;
9. loss or theft of property left unattended in public place or in an unattended vehicle or as a result of the Insured Person's failure to take due care and precaution for the safeguard and security of such property;
10. loss which is not reported to the police within twenty-four (24) hours and report obtained at the place of loss; and /or
11. loss or damage arising from wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, latent defect or damage.

## TERMINATION OF INSURANCE

The insurance on the **Insured Person** shall terminate in the event of either of the following:

- (a) the **Insured Person** dies; or
- (b) the **Insured Person** ceases to be a **Cardholder** of the **Policyholder**; or
- (c) the **Insured Person** becomes an **Inactive Cardholder** and/or **Delinquent Cardholder**; or
- (d) termination of the Master Policy, whichever is earlier.

## CLAIMS CONDITIONS

### 1. NOTICE OF CLAIM

All written notice of claim must be given to:

**Claims Division,  
BERJAYA SOMPO INSURANCE BERHAD**  
Level 33A, Menara Bangkok Bank,  
105, Jalan Ampang, 50450 Kuala Lumpur

within thirty (30) days after the occurrence of any loss covered by this Policy or as soon as reasonably possible thereafter. Written notice given by or on behalf of the **Insured Person** to **Berjaya Somp** with the information sufficient to identify the **Insured Person**, shall be deemed notice to **Berjaya Somp**.

### 2. CONDITION PRECEDENT

The payment of claims under this Policy is dependent upon observance of its terms and conditions by the **Insured Person** and/or the **Policyholder**, in as far as they apply to the **Insured Person** and/or **Policyholder**.

### 3. DOCUMENT

All certificates, information and evidence shall be provided at the **Insured Person's** expense or at the expense of any other claimant in the form and nature required. In the event of death of the **Insured Person**, **Berjaya Somp** shall require sight of the death certificate and may require a post mortem examination at **Berjaya Somp's** expense.

Where **Berjaya Somp** has furnished the claimant with the form for filing proof of loss within thirty (30) days of the claimant's notice, written proof of loss shall be furnished to **Berjaya Somp** within ninety (90) days from the date of loss. Failure to furnish such proof shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished at the expense of the claimant and shall be in such form and of such nature as **Berjaya Somp** may prescribe.

#### 3.1 CLAIM DOCUMENT CHECKLIST

The following information/proof of claim shall be provided:

DOCUMENTS REQUIRED FOR THE PURPOSE OF CLAIM
Compulsory for All Type of Claim

1.	Claim Form
2.	Flight Itinerary
3.	Airline tickets and boarding passes
4.	Copy of Identity Card / Passport of Insured Person
5.	Copy of charge forms or card statement verifying full fare flight tickets were charged to the <b>Card</b> issued by <b>Policyholder</b> to the <b>Insured Person</b>
<b>Additional Documents for Claim Under Section I</b>	
1.	Original Medical Report
2.	Police Report
3.	Copy of Death Certificate, burial permit and post mortem report where applicable
<b>Additional Documents for Claim Under Section II</b>	
1.	Copy of Invoice(s) or Receipt(s) for expenses incurred
2.	For lost or delayed of luggage, Property Irregularity Report from the relevant airline authorities.
3.	For flight delay or misconnection, written confirmation from airlines or licensed agents stating number of hours of delay, date and time of next available flight.
4.	For missed flight departure, written confirmation from the public transport services concerned confirming the mechanical breakdown.
5.	Name list of employees involved under the group bookings.
6.	Full details of the expenses for which reimbursement is claimed.
<b>Additional Documents for Claim Under Section III</b>	
1	For loss of personal money and documents, police report detailing the circumstances and list of items stolen.
2	For rental excess: <ol style="list-style-type: none"> <li>a. Copy of car rental agreement;</li> <li>b. Written advice from rental agency holding the Insured Person liable for the loss or damage to the rented car;</li> <li>c. Copy of invoices and receipt from the rental agency for car rental;</li> <li>d. Copy of Insured Person's driving license at the time of accident;</li> <li>e. Copy of overseas motor insurance certification / policy (if available); and /or</li> <li>f. Police report for motor vehicle accident.</li> </ol>

### 4. MEDICAL EXAMINATION

In the event of an Injury, the **Insured Person** shall employ the services of a registered medical practitioner (qualified and licensed to practice western medicine) and the **Insured Person** shall undergo any treatment such practitioner shall deem necessary. The **Insured Person** may have to undergo further medical examination required by **Berjaya Somp** at **Berjaya Somp's** expense.

### 5. MISREPRESENTATION OR FRAUD

If any claim under this Policy shall in any respect be fraudulent or if any fraudulent means or devices shall be used by the **Policyholder** or the **Insured Person** or any one acting on behalf of the **Policyholder** or the **Insured Person** to obtain any benefit under this Policy, **Berjaya Somp** shall be under no liability in respect of such claim.

### 6. CLAIMS PAYMENT

- 6.1 Payment of any claim covered under this Policy shall be made in Malaysian Currency.

- 6.2 Payment of claim shall be made by **Berjaya Sompo** only after adequate proof of loss to substantiate the claim has been received and when the amount of the loss has been ascertained and agreed.
- 6.3 For benefits under Section I, payment of any claim by **Berjaya Sompo** shall be made directly to "CIMB Bank Berhad – Transaction Banking Malaysia" whilst payment of claims for benefits under Section II & III, payment of any claim by **Berjaya Sompo** shall be made directly to **Cardholder**.
- 6.4 Payment of any claim covered under this Policy to the **Cardholder** or his estate, will be made after deducting the amount due to **Policyholder** and such amount due shall be confirmed in writing by **Policyholder** to **Berjaya Sompo**.
- 6.5 An acknowledgement of receipt of the claims payments by the **Cardholder** or his estate and/or **Policyholder** as the case may be, shall be deemed to be full and final settlement and an effectual and final discharge of **Berjaya Sompo's** liability.
- 6.6 No claim shall be payable for any such loss or expenses reimbursed by or recoverable from the airline or any other party.



**TERMS & CONDITIONS FOR EMAIL STATEMENT DELIVERY TO CARDHOLDER  
(APPLICABLE IF STATEMENT OF ACCOUNT HAS BEEN REQUESTED TO BE DELIVERED VIA E-MAIL)**

1. You acknowledge and agree that CIMB Bank Berhad ("the Bank") will, via, the CIMB Email Statement Delivery Service (the "Email Statement Delivery") at your option, provide electronic copies of the statement(s) of account (the "Statement(s) of Account") for such accounts, products or services subscribed by you and as may be made available by the Bank (collectively "the Accounts" and each an "Account"), in accordance with these terms and conditions ("these Terms").  
By subscribing for Email Statement Delivery, you accept and agree to be bound by these Terms, such other terms and conditions governing the use of other facilities, benefits or services that the Bank may from time to time make available to you in connection with the Email Statement Delivery and/or the Accounts and all applicable terms, laws, rules and regulations including the Applicable Terms & Conditions (as hereinafter defined).
2. The Bank will, subject to these Terms and on such relevant dates as may be determined by the Bank from time to time, send the Statement of Account to you at the email address provided by you to the Bank for the purpose of subscribing for Email Statement Delivery ("your Email Account") and you further agree that the date, in Malaysia, on which the Statement of Account is sent by the Bank to your Email Account shall be deemed the date of your receipt of the Statement of Account.
3. You acknowledge and agree that your Statement of Account, delivered via Email Statement Delivery will be password encrypted. You shall enter the relevant password ("Statement Password") in order to view the Statement of Account via Email Statement Delivery. The Statement Password will be generated in the following manner:
  - (a) To access this document, please key in the default password, which consists of:
    - the First character of your name (in lowercase) as per your Malaysian Identity Card or Passport (for Individuals without a Malaysian Identity Card);
    - "@"; and
    - the last 6-characters of your Identity Card number or Passport number.
    - e.g. if your name is Johan Salleh and your Malaysian Identity Card Number is 123456-00-6789
    - Default password: j@006789
    - e.g. if your name is Sally Smith and your Passport number is 123456789K
    - Default password: s@56789K
  - (b) As may be otherwise prescribed by the Bank from time to time.  
You undertake that you will at all times be responsible for the security of your Statement Password or your Default Statement password and observe all security measures (including those as may be prescribed by the Bank from time to time) and take all necessary precautions to ensure the confidentiality and security of the same.
4. You must review the transactions recorded in the Statement of Account and you must notify the Bank of any errors, irregularities, discrepancies, claims or unauthorized withdrawals or items in the Statement of Account within 14 calendar days from the date of the Statement of Account as indicated therein ("the Statement Date"), irrespective of the date on which you access the Statement of Account, or, where such period is expressly provided for in the relevant terms and conditions prescribed by the Bank governing the Accounts ("Applicable Terms & Conditions"), within such period expressly specified in the Applicable Terms and Conditions.
5. By subscribing for the Email Statement Delivery, you represent and warrant to the Bank as follows:
  - (a) you are the owner and designated user of the Email Account; and
  - (b) your Email Account is secure and you shall continue to take all measures to ensure your Email Account remains secure so that your Statements of Account are not intercepted, accessed or used by any unauthorized person.The representations and warranties herein shall be deemed to be repeated on each occasion you access the Statement of Account via the Email Statement Delivery.
6. You undertake that you shall, at all times:
  - (a) 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 Email Statement Delivery;
  - (b) be responsible for the maintenance of your Email Account and any account that you may have with a network service provider for your access to the Email Account and/or the Email Statement Delivery;
  - (c) observe and abide by all security measures in relation to your Account(s) and the access to and use of Email Statement Delivery as specified in these Terms and any other rules and regulations, policies or guidelines as may be in force in relation thereto;
  - (d) observe and abide by these Terms and any other relevant agreement between the Bank and you and any other rules, regulations, policies and guidelines currently in force; and
  - (e) immediately inform the Bank of any changes to your Email Account via any of the following method(s):
    - (i) updating the details of your Email Account by logging on to CIMB Clicks;
    - (ii) contacting the relevant CIMB Bank branch or Contact Centre at 603 6204 7788 or email us at [contactus@cimb.com](mailto:contactus@cimb.com);
    - (iii) for preferred customers, by contacting your Relationship Manager or calling the CIMB Preferred Call Centre at 1 300 885 300 or emailing the Bank at [cimbpreferred.callcentre@cimb.com](mailto:cimbpreferred.callcentre@cimb.com);
7. You acknowledge that Internet transmission lines are not encrypted and that e-mail is not a secure means of transmission and accordingly such unsecure transmission methods involve the risk of possible unauthorized access, alteration or usage of the Statement of Account or any data contained therein by third parties. The Bank shall not be responsible or liable to you for all losses, costs, damages and expenses that may be suffered by you due to any errors, delays or problems in transmission or unauthorized or illegal interception, alteration, manipulation of electronic data or otherwise caused by using e-mail as a means of transmission unless the same is caused directly by the Bank's fraud, gross negligence or wilful default.
8. The Bank does not make any warranties or representations of any kind with respect to Email Statement Delivery, whether express or implied and including whether the Email Statement Delivery is timely, secure or suitable and you agree that the use and access of Email Statement Delivery, the safekeeping of the Statement Password and/or the Default Statement Password shall be at your own risk and liability.
9. The Bank shall not be liable to you for any and all losses, damages, costs, charges and/or expenses of whatsoever nature, including legal fees, (collectively, "the Losses") howsoever in connection with or arising from the provision of Email Statement Delivery, whether suffered by you or any other person including but not limited to Losses arising from or in connection with:
  - (a) any malfunction, defect in and/or any disruption or failure of any telecommunications, computer, terminal, server or other device or system whether owned by you, the Bank or any other person;
  - (b) your inability to access the Email Statement Delivery or any part thereof, 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 software or to use the new and recent versions of the same as may be required to access the Email Statement Delivery;
  - (c) any failure or delay caused by your Internet browser or other software, computer virus or related problems;
  - (d) any intrusion, interference or attack by any person, virus, Trojan Horse, worms, macros or other harmful components or deleterious programs or files;
  - (e) any malfunction or breakdown in the software or hardware provided by the Bank to you, if any;
  - (f) any unauthorised access and/or use of your Email Account
  - (g) your failure, neglect or omission to act in accordance with these Terms and any other rules, regulations, policies and guidelines currently in force;
  - (h) any event, the occurrence of which is beyond the Bank's reasonable control, including but not limited to fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply; or
  - (i) any Loss which is caused by or attributable to third parties.even if the Bank had been advised of such Losses, unless the same is caused by the Bank's fraud, gross negligence or wilful default.
10. Notwithstanding any provision to the contrary in these Terms or in any other agreement between the Bank and you, the Bank and/or any of its

- officers and employees shall not be liable for any indirect, incidental, consequential and/or secondary loss or damage, including any loss of interest, loss of contracts or profits, savings or income, expectation loss, reliance loss or pure economic loss and any exemplary or punitive damages, which may be suffered or incurred by you or any third party directly or indirectly, even if the Bank has been notified of the possible damages or any claim against you.
11. In addition to and without prejudice to any other right or remedy of the Bank, you hereby irrevocably undertake to indemnify and hold the Bank harmless from and against any and all Losses of whatsoever nature, including legal fees on a full indemnity basis as a result of or howsoever in connection with:
    - (a) any access, viewing or usage (whether authorized or not) of Email Statement Delivery and the Statement of Accounts; and
    - (b) any failure to comply or breach by you of any term or condition herein or the inaccuracy of any representation or warranty by you

unless the same is caused directly by the Bank's fraud, gross negligence or wilful default.

You agree and acknowledge that your obligation to indemnify the Bank herein shall survive the termination of Email Statement Delivery whether by the Bank or yourself.
  12. You agree and acknowledge that the Email Statement Delivery may be terminated in any of the following manner:
    - (a) by the Bank, in its discretion by giving twenty (21) calendar days' prior notice to you and without any liability whatsoever to you or any other third party for doing so; or
    - (b) by you, by unsubscribing to Email Statement Delivery via CIMB Clicks.
  13. Notwithstanding any other provision, the Bank may terminate, suspend or restrict your access to Email Statement Delivery immediately upon giving you notice if (i) you cease to maintain the Account (s) with the Bank or the Account(s) is/are terminated, suspended or frozen, (ii) you breach any term or condition of these Terms or any law, rule or regulation; (iii) you fail to pay such fees or charges (if any) which may be imposed by the Bank in respect of Email Statement Delivery; (iv) if you have provided the Bank with false or incomplete information for your use of Email Statement Delivery; (v) if you become, threaten or resolve to become or is in jeopardy of becoming subject to any form of bankruptcy or insolvency administration; or (vi) if in the Bank's opinion, it is in the interest of the public to do so.
  14. Any rights and obligations under these Terms which by their term would survive the termination of the Email Statement Delivery to you in any way, shall continue to be in full force and effect thereafter.
  15. The Bank reserves the right to change, modify, delete, amend, add or vary any of these Terms and Conditions from time to time by giving you prior notice of at least twenty-one (21) calendar days' notice of any such additional or amended terms and conditions.
 

Such notice may be provided to you in the manner set out in Clause 16 below or in such other manner as may be prescribed by the Bank from time to time.

If you continue to receive your Statement of Account via Email Statement Delivery after the effective date of any additional or amended terms and conditions, or where no effective date is specified, after a period of seven (7) calendar days upon your receipt of such notice, whether actual or deemed in accordance with Clause 16, then you shall be deemed to have accepted and agreed to be bound by such amended terms and conditions.

You agree and acknowledge that where the changes or amendments made are necessitated by an immediate need to restore or maintain the security of a transaction or your Accounts, the Bank may proceed to make such changes and amendments immediately without notice to you.
  16. All notices and communications sent by the 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, three (3) calendar days after posting to an address in peninsular Malaysia and five (5) calendar days after posting to an address for Sabah & Sarawak and places outside of Malaysia (save in the instance when the said notice is returned undelivered to the Bank);
    - (c) if by electronic mail, short messaging service (SMS) or other instantaneous communication, when sent;
    - (d) if by display (whether at the Bank's premises or on the CIMB Clicks and/or the Bank's official website) upon such display being made; and
    - (e) if by hand, upon the same being left at your last known address.

All notices and communication sent by you to the Bank shall only be deemed received upon the Bank's actual receipt of the same.
  17. These terms shall be in addition to and are without prejudice to the Applicable Terms & Conditions which governing the Accounts. However, in the event of any conflicts between these Terms and the Applicable Terms & Conditions in so far as it relates to the Email Statement Delivery only, these Terms shall prevail for the purpose of resolving such conflict. The Statement of Account shall also be deemed to be issued under the Applicable Terms & Conditions and all provisions relating to statements under the Applicable Terms & Conditions shall apply to the Statement of Account.
  18. These Terms shall be governed by the laws of Malaysia and you submit to the exclusive jurisdiction of the courts of Malaysia.
  19. You acknowledge that the Bank shall be entitled to impose additional fees and/or review and vary existing fees (if any) for the Email Statement Delivery by giving you at least twenty-one (21) calendar days' prior notice given in accordance with Clause 16 hereof. Unless otherwise notified by you to the Bank, your continued usage of Email Statement Delivery shall be deemed your acceptance of such additional and/or varied fees.
  20. You further acknowledge that the Email Statement Delivery is made available by the Bank at the Bank's discretion and the Bank shall be entitled to reject your enrollment in the Email Statement Delivery and/or suspend or terminate your access to Email Statement Delivery at any time by giving adequate prior notice to you and without being liable for any Losses.
  21. If the Bank is unable to make available the Email Statement Delivery due to causes beyond its control including (but not limited to) equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemics, strikes, sanctions, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Malaysian Government or by any other causes which it cannot reasonably be expected to avoid, the performance of the Bank's obligations under these Terms shall be suspended for the duration of such events. The Bank shall not be liable for any Loss or delay or inconvenience whatsoever and howsoever caused or arising from or in connection with any of the abovementioned disabling events.
  22. For information, enquiries, feedbacks and/or complaints related to Email Statement Delivery, you may speak to the Bank's Call Centre representative at +603 6204 7788. Alternatively for feedbacks and/or complaints, you may choose to e-mail the Bank's Customer Resolution Unit bearing the following address, email address, telephone, facsimile numbers (or bearing such other address, email address, telephone, facsimile numbers which the Bank may change by notification to you): Customer Resolution Unit, P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan, Malaysia; Call Centre No +603 6204 7788, email: [contactus@cimb.com](mailto:contactus@cimb.com).

1. These terms and conditions ("these Terms") shall govern the accessing of statements of accounts electronically via CIMB Clicks Internet Banking ("Statements via CIMB Clicks Internet Banking") by persons or entities ("you") for such accounts, products or services subscribed by you and where you have effected a first time registration with CIMB Clicks (collectively "the Accounts" and each an "Account").

By subscribing or selecting to access Statements via CIMB Clicks Internet Banking, you accept and agree to be bound by these Terms, and such other terms and conditions governing the use of other facilities, benefits or services that the Bank may from time to time make available to you in connection with the Statements via CIMB Clicks Internet Banking and/or the Accounts and all applicable terms, laws, rules and regulations including the Applicable Terms & Conditions (as hereinafter defined).

2. CIMB Bank Berhad ("Bank") will, subject to these Terms upload and make available your relevant statements for your Accounts onto CIMB Clicks Internet Banking once a month or at such intervals as the Bank may deem fit and you further agree that the date, in Malaysia, on which such statements are uploaded by the Bank and made available for viewing on CIMB Clicks Internet Banking shall be deemed to be the date of your receipt of such statements.
3. You shall be responsible for accessing your Statements via CIMB Clicks Internet Banking on a regular basis to ensure that any payments due to the Bank, where applicable, are paid promptly before the due date to minimize finance charges or late payment charges. The Bank will not send you any reminders to settle your outstanding amounts before the relevant due date. You must also review the transactions recorded in your statements for your Accounts and you must notify the Bank of any errors, irregularities, discrepancies, claims or unauthorized charges or withdrawals or items in such statements within 14 calendar days from the date of such statements as indicated therein ("the Statement Date"), irrespective of the date on which you actually access and view your Statements via CIMB Clicks Internet Banking or, where such period is expressly provided for in the relevant terms and conditions prescribed by the Bank governing the Accounts ("Applicable Terms & Conditions"), within such period expressly specified in the Applicable Terms and Conditions.
4. Your access to the Statements via CIMB Clicks Internet Banking shall be subject to the Terms of Access and CIMB Clicks Internet Banking Agreement as set out in the CIMB Click's website ("CIMB Clicks terms and conditions") and these Terms shall also be in addition to and are without prejudice to the Applicable Terms & Conditions. However in the event of any conflict between:
- (a) these Terms; and/or
  - (b) the Applicable Terms & Conditions; and/or
  - (c) the CIMB Clicks terms and conditions

in so far as it relates to your access to the Statements via CIMB Clicks Internet Banking only, they shall have the following order of precedence: -

- (i) these Terms;
- (ii) the Applicable Terms & Conditions; and
- (iii) the CIMB Clicks terms and conditions.

Statements issued for your Accounts available for access through the Statements via CIMB Clicks Internet Banking shall also be deemed to be issued under the Applicable Terms & Conditions and all provisions relating to statements issued under the Applicable Terms & Conditions shall apply to the such statements.

5. You agree and acknowledge that the accessing of Statements via CIMB Clicks Internet Banking may be terminated in any of the following ways:
- (a) by the Bank, in its discretion by giving fourteen (14) calendar days prior notice to you and without any liability whatsoever to you or any other third party for doing so; or
  - (b) by you, by unsubscribing to this method of access by:
    - (i) scanning and emailing to us your instructions at [contactus@cimb.com](mailto:contactus@cimb.com)
    - (ii) faxing to us your instruction at +603 2288 1653 or +603 2288 1654

The Bank will however only be obliged to act on your instructions upon actual receipt thereof.

6. The Bank reserves the right to change, modify, delete, amend, add or vary any of these Terms and Conditions from time to time by giving you prior notice of at least twenty-one (21) calendar days' notice of any such additional or amended terms and conditions. Such notice may be given to you in the manner set out in the Applicable Terms & Conditions. If you continue to access your Statements via CIMB Clicks Internet Banking after the effective date of any additional or amended terms and

conditions, or where no effective date is specified, after a period of seven (7) calendar days upon your receipt of such notice then you shall be deemed to have accepted and agreed to be bound by such amended terms and conditions. You agree and acknowledge that where the changes or amendments made are necessitated by an immediate need to restore or maintain the security of a transaction or your Accounts, the Bank may proceed to make such changes and amendments immediately without notice to you.

7. If the Bank is unable to make available for viewing, Statements via CIMB Clicks Internet Banking due to causes beyond its control including (but not limited to) equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemics, strikes, sanctions, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Malaysian Government or by any other causes which it cannot reasonably be expected to avoid, the performance of the Bank's obligations under these Terms shall be suspended for the duration of such events. The Bank shall not be liable for any loss or delay or inconvenience whatsoever and howsoever caused or arising from or in connection with any of the abovementioned disabling events. If your statements for your Accounts cannot be accessed or viewed through Statements via CIMB Clicks Internet Banking, this shall also not absolve you from any of your obligations to pay to the Bank any monies due under the Applicable Terms & Conditions on the relevant due date and you shall be responsible for calling up the Bank to ascertain the amounts due and the relevant due dates to enable you to make payments thereof punctually.

8. For information, enquiries, feedbacks and/or complaints related to Statements via CIMB Clicks Internet Banking, you may contact our Call Centre at:

Tel : +603 6204 7788 (Local & International)

Fax : +603 2288 1653 or +603 2288 1654

Email : [contactus@cimb.com](mailto:contactus@cimb.com)

Alternatively for feedbacks and/or complaints, you may choose to contact the Bank's Customer Resolution Unit bearing the following address, email address, telephone, facsimile numbers (or bearing such other address, email address, telephone, facsimile numbers which the Bank may change by notification to you): Customer Resolution Unit, P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan, Malaysia; Call Centre No +603 6204 7788, email: [contactus@cimb.com](mailto:contactus@cimb.com).