

## **CIMB SME PARTNERS TERMS & CONDITIONS**

The Features, Benefits & Rewards under **CIMB SME PARTNERS** are established by **CIMB BANK BERHAD** (Company No. 13491-P) ("**CIMB**") in collaboration with its business partners ("**BUSINESS PARTNERS**") and shall be subject to these terms and conditions.

### **1. Definitions**

- 1.1. "the Bank" means CIMB Bank Berhad/CIMB Islamic Bank.
- 1.2. "CIMB SME Partners Terms and Conditions" means the terms and conditions set out herein.
- 1.3. "Eligible Customer(s)" means a CIMB SME customer who has fulfilled the CIMB SME Partners eligibility requirements set out in Section 2.1
- 1.4. "CIMB SME Partners Features, Benefits & Rewards" means features, benefits and rewards on products and services offered by the Bank and/or made available by the Bank and/or their Business Partners for the benefit of a Eligible Customer(s).
- 1.5. "BizCA/-i" means a Conventional Business Current Account and/or Islamic Business Current Account of an Eligible Customer(s) opened and maintained with the Bank.
- 1.6. "Business Partners" means companies that come into an agreement with CIMB Bank to offer a special or exclusive offer to the Bank's Eligible Customer(s)

### **2. CIMB SME Partners Eligibility Customer(s) Requirements**

- 2.1 To be eligible for consideration by the Bank as an Eligible Customer(s), the Eligible Customer(s) must maintain or successfully opens a BizCA/-i with the Bank
- 2.2 The Bank's records of an Eligible Customer(s) shall be deemed final and conclusive unless there is manifest error. Acceptance as an Eligible Customer(s) will be entirely at the discretion of the Bank.

### **3. CIMB SME Partners Features, Benefits & Rewards**

- 3.1 The Bank may at any time and from time to time offer and/or make available CIMB SME Partners Features, Benefits & Rewards to Eligible Customer(s). The full list of the features, benefits and rewards can be viewed at the Bank website at [www.cimbbank.com.my/smepartners](http://www.cimbbank.com.my/smepartners)
- 3.2 The CIMB SME Partners Features, Benefits & Rewards are subject to further terms and conditions of the Bank and/or its business partners and conditions of the relevant or respective products and/or services which are separate from the terms and conditions herein which must be read in conjunction with CIMB SME Partners Terms and Conditions, CIMB Islamic Bank or their business partners, as the case may be, governing the relevant or respective products and/or services.
- 3.3 To the fullest extent permitted by law, the Bank, expressly exclude and disclaim any representations, warranties, endorsements, express or implied, written or oral, including but not limited to any warranty of quality, merchantability or fitness for a particular purpose in respect of the products and/or services of its business partners.

- 3.4 The Bank website may contain hyperlinks to external websites ("links"), including those of other third party companies. These websites operate independently from the Bank website. Therefore, the Bank shall not be responsible and makes no warranties in respect of the contents, features, products, services or names displayed on those third party websites. In addition, the links are provided for your convenience only and shall not be considered as an endorsement or verification or approval of such linked websites or the contents therein. Access to any links is solely at your own risk and the Bank will not be responsible or liable for any damages, losses or claims in connection with your access to or use of the links. It is advisable for you to read the privacy policy statements (if any) of any external website which are linked to the Bank website as the Bank's privacy policy will cease when you leave the Bank website.
- 3.5 Eligible Customer(s) hereby authorises the Bank to disclose information relating to the Eligible Customer(s) business registration name and business registration number (BRN) to its business partners, where required, for purposes of fulfilment of the SME Partners Features, Benefits & Rewards.
- 3.6 Eligible Customer(s) must comply with the terms and conditions in relation to the CIMB SME Partners Features, Benefits & Rewards or any further terms and conditions which the Bank may further from time to time set by giving prior notice of fourteen (14) calendar days, before the Eligible Customer(s) are permitted to enjoy the relevant CIMB SME Partners Benefits, Privileges & Rewards.
- 3.7 The Bank reserves the right to revise, modify, suspend, cancel, terminate or withdraw the CIMB SME Partners Features, Benefits & Rewards in whole or part, by giving the Eligible Customer(s) prior notice of twenty-one (21) calendar days. For the avoidance of doubt, any, cancellation, amendment, modification, revision, restriction or suspension of all or any of the CIMB SME Partners Features, Benefits & Rewards shall not entitle the CIMB Eligible Customer(s) and/or any person to any claim or compensation against the Bank for any losses or damages suffered or incurred by the Eligible Customer(s) and/or any person as a direct or indirect result of the act of termination, cancellation, amendment, modification, revision, restriction or suspension unless the same is due to the gross negligence or willful default of the Bank.

#### **4. Termination**

- 4.1 The CIMB SME Partners Features, Benefits, & Rewards of a Eligible Customer(s) may be suspended or terminated by the Bank forthwith upon the occurrence of any of the following events:
- (i) The BizCA/-i subscribed by the Eligible Customer(s) has been suspended, terminated or frozen.
  - (ii) The Eligible Customer(s) has breached any terms and conditions of the BizCA/-i for any reason whatsoever; and
  - (iii) The Eligible Customer(s) has breached any of the terms and conditions governing the CIMB SME Partners Features, Benefits & Rewards.
- 4.2 Upon termination mentioned in Clause 4.1 and 4.2, the Eligible Customer(s) shall immediately cease to enjoy or use all features, benefits and rewards offered under the CIMB SME Partners Features, Benefits & Rewards; failing which the Bank reserves the right to impose on the Eligible Customer(s) such levies, charges or fees in respect of the continued usage of any of the CIMB SME Partners Features, Benefits & Rewards after the suspension or termination.

- 4.3 The Bank shall not, be held liable for any loss or damage suffered or incurred by the Eligible Customer(s) or any other party, in respect of (i) the Eligible Customer(s) enjoyment and/or non-enjoyment and usage and/or non-usage of the CIMB SME Partners Features, Benefits & Rewards; (ii) the Bank's action in terminating or suspending the Eligible Customer(s) entitlement to enjoy or use the CIMB SME Partners Features, Benefits & Rewards unless the same is caused by the Bank's willful default or gross negligence.

## **5. Important Notices**

- 5.1 The Eligible Customer(s) enjoyment and usage of the CIMB SME Partners Features, Benefits & Rewards shall be deemed as the Eligible Customer(s) agreement to the CIMB SME Partners Terms & Conditions and the specific terms and conditions governing the CIMB SME Partners Features, Benefits & Rewards and the terms and conditions governing the relevant or respective products and/or services offered and/or made available.
- 5.2 The Eligible Customer(s) hereby confirm that they have read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at [www.cimbbank.com.my](http://www.cimbbank.com.my) or [www.cimbislamic.com](http://www.cimbislamic.com)) and the clauses herein, as may relate to the processing and disclosure of the Eligible Customer(s) personal information or data. For the avoidance of doubt, the Eligible Customer(s) agree that the said CIMB Group Privacy Notice shall be deemed to be incorporated by reference into the CIMB SME Partners Terms and Conditions herein
- 5.3 The Eligible Customer(s) agree that they shall not hold the Bank liable and/or responsible for any loss or damage which they have incurred or may incur directly or indirectly arising out of or in connection with their enjoyment and usage of the CIMB SME Partners Features, Benefits & Rewards including but not limited to breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank, attempted or actual acts of terrorism, outbreak of epidemics, war, riot, strike, lockout, industrial action, fire, flood, technical or system failures, any Act of God or any circumstances or event beyond the Bank's reasonable control.
- 5.4 The CIMB SME Partners Terms and Conditions and/or the specific terms and conditions governing the CIMB SME Partners Features, Benefits & Rewards, as the same may be amended from time to time pursuant to Clause 5.4, shall prevail over any provisions or representations contained in an advertising or promotional materials pertaining to the CIMB SME Partners Features, Benefits & Rewards. Time shall be of the essence but the Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the Eligible Customer(s) shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect the Bank's rights to subsequently act strictly in accordance therewith.
- 5.5 The illegality, invalidity or unenforceability of any CIMB SME Partners Terms and Conditions and the specific terms and conditions governing the CIMB SME Partners Features, Benefits & Rewards shall not affect the legality, validity or enforceability of any other CIMB SME Partners Terms and Conditions herein and/or the specific terms and conditions governing the CIMB SME Partners Features, Benefits & Rewards.

- 5.6 CIMB SME Partners Terms and Conditions herein and the specific terms and conditions governing the CIMB SME Partners Features, Benefits & Rewards shall be subject to, governed by and construed in accordance with the laws of Malaysia and the rules, directives, regulations and guidelines of Bank Negara Malaysia, and other relevant regulatory bodies, in force from time to time. The Eligible Customer(s) agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 5.7 Notwithstanding anything herein, the Bank's rights and entitlement under this CIMB SME Partners Terms and Conditions and the specific terms and conditions governing the CIMB SME Partners Features, Benefits & Rewards shall continue to remain in force and effect and shall survive any termination or suspension of the SME Partners Features, Benefits & Rewards by the Bank.
- 5.8 The CIMB SME Partners Terms and Conditions herein and the specific terms and conditions governing the CIMB SME Partners Features, Benefits & Rewards shall continue to be valid and binding notwithstanding any merger, amalgamation, transfer or assignment of business, operations, assets or liabilities of the Bank or any change in the Bank or any company by which the business of the Bank may for the time being be carried on.
- 5.9 The CIMB SME Partners Terms and Conditions herein and the specific terms and conditions governing the CIMB SME Partners Features, Benefits & Rewards shall be in addition to and not in derogation of any specific arrangement with regards to the use or enjoyment of the CIMB SME Partners Features, Benefits & Rewards now or hereafter subsisting between the Bank and the Eligible Customer(s) or any terms and conditions as may be specified in any letter or notice given by the Bank to the Eligible Customer(s) from time to time.
- 5.10 The CIMB SME Partners Terms and Conditions herein and the specific terms and conditions governing the CIMB SME Partners Features, Benefits & Rewards shall be binding upon the heirs, personal representatives and successors-in-title of the Bank and the Eligible Customer(s) respectively and the rights and obligations of the Eligible Customer(s) herein cannot be assigned for any reasons whatsoever.
- 5.11 The CIMB SME Partners Terms and Conditions herein and the specific terms and conditions governing the CIMB SME Partners Features, Benefits & Rewards are in addition and subject to the agreement and/or rules and regulations governing the operation, services, benefits and privileges in relation to and /or arising under the BizCA/-i of the Eligible Customer(s) maintained with the Bank.
- 5.12 Unless otherwise specified herein to the contrary, all notices and communications by the Bank in relation to CIMB SME Partners Privileges & Rewards may be given by the Bank in any one of the following manners:
- i. By A.R registered post to the Eligible Customer(s) last address in the Bank 's records;
  - ii. By ordinary post to the Eligible Customer(s) last address in the Bank 's records;
  - iii. By facsimile, e-mail or other forms of instantaneous communication to the Eligible Customer(s) last known contact number, mobile number or e-mail address in the Bank's records;
  - iv. By display at the Bank premises, including those of its branches;
  - v. By display on the screen upon access to the Bank website at [www.cimbbank.com.my/smepartners](http://www.cimbbank.com.my/smepartners)

5.13 No compensation in cash or any kind shall be given to the Eligible Customer(s) for any losses or damages suffered or incurred by the Eligible Customer(s) as a direct or an indirect result of such amendment, variation, deletion, addition or alteration of the CIMB SME Partners Terms and Conditions herein and/or the specific terms and conditions governing the CIMB SME Partners Features, Benefits & Rewards. For feedback and/or complaints related to eligibility as an Eligible Customer(s) and/or any other matters relating to the CIMB SME Partners Features, Benefits & Rewards, Eligible Customer(s) may contact the Bank Customer Resolution Department bearing the following address, telephone, email and facsimile numbers (or bearing such other address, telephone, email and facsimile numbers which the Bank may change by notification to the Eligible Customer(s):

**CIMB Bank Berhad / CIMB Islamic Bank Berhad**

Customer Resolution Unit (CRU)

P.O. Box 10338

GPO Kuala Lumpur

50710 Wilayah Persekutuan

03-6204 7788

[CRU@cimb.com](mailto:CRU@cimb.com)

5.14 Any query, feedback, concern, issue or complaint by Eligible Customer(s) of CIMB Bank will be handled and resolved solely by CIMB Bank and any query, feedback, concern, issue or complaint by Eligible Customer(s) of CIMB Islamic Bank will be handled and resolved solely by CIMB Islamic Bank.

5.15 In the event there are any enquiries, please visit any of the Bank branches nationwide, or contact the Bank Business Call Centre:

**Tel:** 1300 888 828

**Operating Hours:**

7am-7pm (Monday – Friday)

8am–5pm (Saturday) excluding Sundays & Public Holidays