

## **CIMB@WORK TERMS AND CONDITIONS FOR EMPLOYEES**

### **1. Definitions**

- (a) **“CIMB@Work Terms and Conditions”** means the terms and conditions set out below.
- (b) **“CIMB”** or **“the Bank”** means CIMB Bank Berhad [Registration No.: 1972010017999](**“CIMB Bank”**) and/or CIMB Islamic Bank Berhad [Registration No.: 200401032872](**“CIMB Islamic”**), as the case may be.
- (c) **“CIMB@Work Customer”** means an individual who has fulfilled the CIMB@Work eligibility requirements under Clause 2 below and who has been accepted by CIMB as a CIMB@Work Customer.
- (d) **“CIMB@Work Features, Benefits & Rewards”** means the features, benefits and rewards under (i) the CIMB@Work Programme and/or (ii) the CIMB Member Rewards Programme.
- (e) **“CIMB@Work Payroll and Banking Solutions Package”** means a payroll and banking solutions package offered by CIMB to companies to enable the crediting of the companies’ staff salaries into the staff’s salary accounts via BizChannel@CIMB.
- (f) **“CIMB@Work Programme”** otherwise known as **“Programme”** means a benefits programme designed by CIMB for CIMB@Work Customers to enjoy features, benefits and rewards on products and services offered by CIMB which may be offered to CIMB@Work Customers from time to time in accordance to these Terms and Conditions.
- (g) **“Business Current Account”** means a current account of a sole proprietor, partnership, private and public limited companies, clubs/associations/societies maintained with any banks in Malaysia.
- (h) **“Payroll Account”** means a Current Account/-i or Savings Account/-i or Daily Unrestricted Investment Account-i of CIMB@Work Customers maintained with CIMB.
- (i) **“POS enabled Debit Card”** means a CIMB Debit MasterCard that may be used to perform point of sale (POS) transactions via the MasterCard network.

### **2. CIMB@Work Eligibility Requirements**

- 2.1 In order to be eligible to be a CIMB@Work Customer, the individual employee must be at least 18 years old and have his/ her payroll with minimum amount of RM 1,000 (cumulative per month) credited monthly into a Current Account/-i or Savings Account/-i (**“CASA/CASA-i”**) or Daily Unrestricted Investment Account-i (**“DURIAN-i”**) maintained with CIMB. Individual Non-Malaysian employees who signed up for CIMB@Work self-enrolment programme requires a minimum amount of RM 5,000 (cumulative per month) to be credited monthly.
- 2.2 Any individual employee (Malaysian and Non-Malaysian) who signed up for CIMB@Work self-enrolment programme is required to ensure that the name of his/ her employer is current and if the name of the

employer is not similar with the record maintained with CIMB, the individual employee is required to update his/ her current employer name. The acceptance of the individual employee as a CIMB@Work Customer is subject to the individual employee receiving salary which has been credited by the employer into their CASA/CASA-i or DURIAN-i maintained with the Bank within 6 months from the application date.

2.3 CIMB's record of individuals who have fulfilled the CIMB@Work eligibility requirements and who has been accepted by CIMB as a CIMB@Work Customer shall be deemed final and conclusive unless there is obvious error.

2.4 CIMB Current/ Savings Account/-i is protected by PIDM up to RM 250,000 for each depositor.

Daily Unrestricted Investment Account-i is not protected by PIDM.

### **3. CIMB@Work Features, Benefits & Rewards**

3.1 After CIMB has accepted the customer as a CIMB@Work Customer, subject to these Terms and Conditions, the Customer(s) shall be entitled to the services, benefits and/or privileges under the CIMB@Work Programme. By using these services/benefits and/or privileges, the customer agrees to the Terms & Conditions stated in this CIMB@Work Programme. The full and exhaustive list of services, benefits and/or privileges including the prevailing Terms and Conditions are made available at <https://www.cimb.com.my/en/personal/day-to-day-banking/cimb-work.html>.

3.2 CIMB may at any time and from time to time introduce and/or offer new features, benefits, rewards, products or services to CIMB@Work Customers. The existing and new features, benefits, rewards, products or services made available to CIMB@Work Customers shall be subject to these Terms and Conditions as well as the terms and conditions governing the relevant or respective products or services.

3.3 All product benefits allocated as part of the CIMB@Work Programme must be read in conjunction with the terms and conditions governing the respective product or services.

3.4 CIMB reserves the right to impose further terms and conditions in relation to the CIMB@Work Features, Benefits & Rewards by giving prior notice of twenty-one (21) calendar days to CIMB@Work Customers.

3.5 CIMB reserves the right to revise, modify, suspend, cancel, terminate or withdraw the CIMB@Work Features, Benefits & Rewards in whole or in part, by giving the CIMB@Work Customer(s) prior notice of twenty-one (21) calendar days. For the avoidance of doubt, any revision, modification, suspension, cancellation, termination, withdrawal or restriction of all or any of the CIMB@Work Features, Benefits & Rewards shall not entitle the CIMB@Work Customer(s) and/or any person to any claim or compensation against the Bank for any losses or damages suffered or incurred by the CIMB@Work Customer(s) and/or any person as a direct or indirect result of the act of revision, modification, suspension, cancellation,

termination, withdrawal or restriction.

#### 4. Termination and Suspension

4.1 CIMB reserves the right to terminate an individual's status as a CIMB@Work Customer and/or suspend and/or terminate in whole or in part any usage of the CIMB@Work Features, Benefits, & Rewards in the event of any of the following events:

- (a) Discontinuation of monthly payroll crediting into the CIMB@Work Customer's Payroll Account for four (4) consecutive months, unless a shorter period is expressly provided for;
- (b) Resignation, termination, or cessation of employment of the CIMB@Work Customer resulting in the discontinuation of monthly payroll crediting;
- (c) Withdrawal by the CIMB@Work Customer's employer from payroll crediting via BizChannel@CIMB resulting in the discontinuation of monthly payroll crediting;
- (d) The CIMB@Work Customer breaches any of these Terms and Conditions;
- (e) Upon death or insanity of CIMB@Work Customer or if the CIMB@Work Customer commits an act of bankruptcy;
- (f) If there are any changes in law or regulation which makes it impossible or unlawful for CIMB to continue to make available the CIMB@Work Features, Benefits & Rewards;
- (g) The CIMB@Work Customer does not operate any of his/her accounts satisfactorily or CIMB has reason to believe that there is a breach of any prevailing laws, by-laws or regulatory requirements, directives or orders issued by Bank Negara Malaysia and/or any other body having authority or jurisdiction over CIMB;
- (h) The CIMB@Work Customer and/or the CIMB@Work Customer's employer become subject to any sanctions, regulations, embargoes or restrictive measures administered, enacted or enforced by any authorities ("**Sanctions Authorities**") in:
  - (i) the United States of America;
  - (ii) the United Nations;
  - (iii) the states of the European Union;
  - (iv) the United Kingdom;
  - (v) Malaysia; or
  - (vi) the respective governmental institutions and agencies of any of such countries, including but not limited to the United Nations Security Council, the Office of Foreign Assets Control, the United States Department of State, Her Majesty's Treasury and Bank Negara Malaysia ("**Sanctions**");
- (i) CIMB has received notice or is/are aware of any claim, action, suit, proceeding or investigation against the CIMB@Work Customer and/or the CIMB@Work Customer's employer with respect to Sanctions by any Sanctions Authorities;
- (j) The CIMB@Work Customer notifies CIMB to terminate him/her as a CIMB@Work Customer; or

- (k) Pursuant to the termination of the CIMB@Work Payroll and Banking Solution Package by the CIMB@Work Customer's employer and/or the CIMB@Work Customer's employer breach of any of the terms and conditions governing the CIMB@Work Payroll and Banking Solution Package.

- 4.2 Notwithstanding Clause 5.1, CIMB reserves the right to suspend and/or terminate the CIMB@Work Customer's entitlement and/or to suspend and/or terminate the CIMB@Work Features, Benefits & Rewards at the discretion of CIMB without any reason by giving twenty-one (21) calendar days' prior notice.
- 4.3 Upon suspension and/or termination pursuant to Clauses 5.1 and 5.2, the CIMB@Work Customer shall immediately cease to enjoy or use all features, benefits and rewards under the CIMB@Work Features, Benefits & Rewards.
- 4.4 CIMB shall not be liable or responsible for any loss or damage suffered or incurred by the CIMB@Work Customer or any other party, if CIMB is unable to perform any of its obligations in respect of the CIMB@Work Features, Benefits & Rewards attributable directly or indirectly to:
  - (a) the breakdown or malfunction of any mechanical or electronic device, data processing system or transmission line, electrical failure, industrial dispute, war, strike or riot, any Act of God or any factor in a nature of an unforeseen circumstances which is beyond CIMB's reasonable control; and/or
  - (b) CIMB's action in terminating or suspending the CIMB@Work Customer's enjoyment or use the CIMB@Work Features, Benefits & Rewards pursuant to Clause 5.1 and Clause 5.2.

## 5. Privacy Clause

- 5.1 CIMB@Work Customer confirms that he/she has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is made available at [www.cimb.com.my](http://www.cimb.com.my)) and the clauses below, as may relate to the processing of the CIMB@Work Customer's personal information. For the avoidance of doubt, the CIMB@Work Customer agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.
- 5.2 If the CIMB@Work Customer provides personal and financial information relating to third parties, including information relating to the CIMB@Work Customer's next-of-kin and dependents ("**the Third Parties**"), for the purpose of opening or operating the CIMB@Work Customer's account(s)/facility(ies) with CIMB or otherwise subscribing to CIMB's products and services, the CIMB@Work Customer hereby:
  - (a) confirms that he/she has obtained the consent from the Third Parties or are otherwise entitled to provide the personal and financial information of the Third Parties to CIMB and for CIMB to use it in accordance with these Terms and Conditions;
  - (b) warrants and agrees to ensure that the personal and financial information of the Third Parties are accurate;
  - (c) agrees to update CIMB in writing in the event of any material change to the personal and financial information of the Third Parties; and

- (d) agrees to CIMB's right to terminate these Terms and Conditions and/or CIMB@Work Features, Benefits & Rewards upon prior notification to the CIMB@Work Customer should such consent be withdrawn by any of the Third Parties.

- 5.3 Where the CIMB@Work Customer instructs CIMB 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 CIMB and/or CIMB's agents to enter into any cross-border transaction on the CIMB@Work Customer's behalf, the CIMB@Work Customer agrees to the above said disclosures on behalf of the CIMB@Work Customer and others involved in the said cross-border transaction.
- 5.4 CIMB may any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies, including but not limited to Central Credit Reference Information System (CCRIS), FIS and/or any other agencies and/or from any financial institution to enable CIMB to ascertain the CIMB@Work Customer's status as may be required to help making decisions for example when CIMB 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 the CIMB@Work Customer's portfolio(s); recover debts; and/or
  - (c) any purpose related to or in connection with CIMB@Work Features, Benefits & Rewards and/or the Payroll Account under these Terms and Conditions.

The CIMB@Work Customer will be linked by the credit reporting/reference agencies to any other names the CIMB@Work Customer uses or have used and any joint and several applicants. CIMB may also share information about the CIMB@Work Customer and how the CIMB@Work Customer manages CIMB@Work Customer's Payroll Account with relevant credit reporting/reference agencies, and for any of these credit reporting/reference agencies to disclose the CIMB@Work Customer's credit information to its subscribers for purposes of fraud detection and fraud prevention.

- 5.5 Even after the CIMB@Work Customer has provided CIMB with any information, the CIMB@Work Customer will have the option to withdraw the consent given earlier. In such instances, CIMB will have the right to not provide or discontinue the provision of any product(s), service(s), account(s) and/or facility(ies) that is/are linked with such information with at least three (3) business days' prior written notice to the CIMB@Work Customer.
- 5.6 For the purposes of this clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of 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 “CIMB” are to be read as references to the CIMB Group.

- 5.7 This clause shall be without prejudice to any other clause in the terms and conditions of CIMB@Work Customer’s relevant product(s), service(s), account(s) and/or facility(ies) of CIMB which provides for the disclosure of information.

## **6. Disclosure of Information**

- 6.1 CIMB@Work Customer hereby agrees, consents to and authorises the Bank to disclose any information relating to CIMB@Work Customer, CIMB@Work Customer’s affairs and/or any accounts maintained by CIMB@Work Customer’s with the Bank to the following persons:-

- (a) CIMB@Work Customer’s employer;
- (b) any of the Bank’s agents, sub-contractors, service providers, auditors, legal counsel and/or professional advisors, in or outside Malaysia; and/or
- (c) the entities within the group of CIMB Group Holdings Berhad, the Bank’s ultimate holding company (“**Group Companies**”) whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia.

for facilitating the business, operations, provision of CIMB@Work Features, Benefits & Rewards, CIMB@Work Payroll and Banking Solutions Package, the Programme, the Payroll Account and/or related services provided by the Bank and/or the Group Companies to CIMB@Work Customer.

- 6.2 The Bank may also disclose any information relating to CIMB@Work Customer, CIMB@Work Customer’s affairs and/or any accounts maintained by CIMB@Work Customer with the Bank to:

- (a) 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 litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;
- (b) any third parties making enquiries with a view to entering into prospective transactions with the Bank;
- (c) 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;
- (d) any company and/or organisation that assist or facilitate the processing and/or fulfilment of transactions or instructions that CIMB@Work Customer requested and/or given to the Bank; and/or

- (e) 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.

CIMB@Work Customer agrees that the consent given above cannot be withdrawn where such disclosure of CIMB@Work Customer's information is necessary for the provision of CIMB@Work Features, Benefits & Rewards, CIMB@Work Payroll and Banking Solutions Package, the Programme, the Payroll Account and/or related services provided by the Bank and/or the Group Companies or the performance of the contract with CIMB@Work Customer to comply with contractual requirements or to comply with any legal requirements.

- 6.3 Disclosure by the Bank to Group Companies (within Malaysia) may also be for cross selling purposes of the Bank and/or the Group Companies provided always that **disclosure for cross selling purposes shall not be effected if such disclosure is objected to by CIMB@Work Customer.**

The Bank may also disclose CIMB@Work Customer's information such as name and contact details (excluding CIMB@Work Customer's affairs or account) to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes if the consent from CIMB@Work Customer has been obtained.

However, CIMB@Work Customer may at any time revoke or withdraw the above mentioned consent to disclosure of information by CIMB to Group Companies (within Malaysia) and to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes 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 CIMB@Work Customer): Customer Resolution Unit, P.O. Box 10338 GPO Kuala Lumpur 50710 Wilayah Persekutuan; Call Centre No +603 6204 7788, e-mail: [contactus@cimb.com](mailto:contactus@cimb.com)

## **7. Amendment of Terms and Conditions**

- 7.1 The Bank may vary (whether by adding to, deleting from or otherwise amending) ("**Amendment**") any of these Terms and Conditions by giving the CIMB@Work Customer(s) at least twenty-one (21) calendar days' notice before the Amendment is effective. The notice of the Amendment may be given by: (i) notice of the Amendment being displayed at the Bank's premises and website generally and where detailed provisions regarding the Amendment may be provided to the CIMB@Work Customer(s) upon request or the notice may itself contain details of the Amendment; or (ii) the notice being sent by the Bank to the CIMB@Work Customer(s) last known address; or (iii) the notice being advertised in one newspaper of the Bank's choice; or (iv) the notice being sent by electronic mail or by any other means of notification which the Bank may select and the Amendment shall take effect and be binding from the date specified in the notification. If the CIMB@Work Customer does not agree to the Amendment, the CIMB@Work Customer shall immediately notify the Bank to terminate him/her as a CIMB@Work Customer in accordance with Clause 5.1(j).



- 7.2 The Amendment shall be considered as binding on the CIMB@Work Customer(s) from the date specified by CIMB in the notification.
- 7.3 The CIMB@Work Customer(s) agree to access CIMB's website at regular intervals to view the terms and conditions governing the CIMB@Work Features, Benefits & Rewards and to ensure that they are kept up-to-date with any variation to these Terms and Conditions.
- 7.4 CIMB will not be liable to the CIMB@Work Customer(s) for any loss or damage suffered or incurred by the CIMB@Work Customer(s) as a direct or an indirect result of the Amendment.
- 7.5 The CIMB@Work Customer(s) shall fully indemnify and keep the Bank indemnified against any fee, cost, charge, expense, loss, damage or liability which CIMB may incur as a result of:
- (a) the CIMB@Work Customer(s)' participation in the CIMB@Work Features, Benefits & Rewards; and/or
  - (b) the CIMB@Work Customer(s)' receipt, redemption or use of the CIMB@Work Features, Benefits & Rewards.

## **8. Notices**

- 8.1 Any notice required to be given to CIMB:
- (a) must be in writing;
  - (b) signed by the CIMB@Work Customer; and
  - (c) will be effective only on receipt by, and evidenced by an acknowledgment of CIMB; and/or
  - (d) are given via channels permitted by CIMB.
- 8.2 Notices, statement of account and other communication to the CIMB@Work Customer will be via any of the following modes and deemed to have been received and served on CIMB@Work Customer:
- (a) if sent by post, on the seventh (7<sup>th</sup>) day after posting (which may be by way of insertion into any statement of accounts); or
  - (b) if delivered personally, at the time of delivery or dispatch; or
  - (c) if by courier, immediately on the CIMB@Work Customer's acknowledgment on the courier consignment note; or
  - (d) if by any forms of instantaneous communication (including e-mail, SMS and voice recording), immediately; or
  - (e) if by publication on CIMB's website or at any of CIMB's branches, on the day of publication.

It will be the CIMB@Work Customer's responsibility to ensure that any notices sent to him/her via any of the modes stated above are not read or accessed by any third party. CIMB will not be responsible in any manner for any embarrassment caused or for any loss or damage however arising, by the third party reading or accessing such notices.



- 8.3 The CIMB@Work Customer must notify CIMB promptly if there is any change to his/her (i) correspondence address; (ii) telephone number(s); (iii) e-mail address(es); and/or (iv) other particulars recorded with CIMB (collectively "**Personal Particulars**"), to ensure that all correspondence and/or communications reach CIMB@Work Customer in a timely manner.

## 9. General Terms and Conditions

- 9.1 Upon your acceptance by CIMB as a CIMB@Work Customer and/or your usage of the features, services, benefits and/or rewards under the CIMB@Work Features, Benefits & Rewards, you agree to the following:
- (a) have accessed, read and understood these Terms and Conditions;
  - (b) that the key contract terms affecting the CIMB@Work Customer's obligations have been adequately explained to you;
  - (c) to be bound by these Terms and Conditions;
  - (d) consent to the Bank processing and disclosing your personal data in accordance with the CIMB Group Privacy Notice at [www.cimb.com.my](http://www.cimb.com.my);
  - (e) that all decisions reasonably made by CIMB in relation to every aspect of the CIMB@Work Features, Benefits & Rewards and the determination of the eligibility of the CIMB@Work Customer(s) shall be final, binding and conclusive; and
  - (f) that CIMB shall not be liable or held responsible to the CIMB@Work Customer(s), if CIMB is unable to perform in whole or in part of any of its obligations in these Terms and Conditions attributable directly or indirectly to:
    - i) the failure of any mechanical or electronic device, data processing system or transmission line;
    - ii) electrical failure;
    - iii) industrial dispute, war, strike or riot;
    - iv) any act of God beyond CIMB's control; or
    - v) any factor in a nature of an unforeseen circumstances which is beyond CIMB's reasonable control.
- 9.2 The CIMB@Work Customer(s) will be disqualified from usage of the features, services, benefits and/or rewards under CIMB@Work Features, Benefits & Rewards and/or the features, benefits and rewards will be forfeited if during the Programme period and/or before the crediting/delivery of the features, benefits and rewards:
- (a) the CIMB@Work Customer(s) is in breach of any of these Terms and Conditions;
  - (b) the CIMB@Work Features, Benefits & Rewards and/or signed up Programme is terminated or closed or be made subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws; or
  - (c) the CIMB@Work Features, Benefits & Rewards and/or signed up products and services under the Programme is delinquent, invalid or cancelled by the CIMB@Work Customer(s) or CIMB.
- 9.3 CIMB shall have the right to disqualify any CIMB@Work Customer(s) that it determines to be:
- (a) tampering with the entry/participation/application process; and/or

(b) acting in breach of these Terms and Conditions.

9.4 CIMB shall have the right to:

- (a) substitute the CIMB@Work Features, Benefits & Rewards with other programme(s); and/or
- (b) vary, add, delete, or amend any of the Terms and Conditions and/or CIMB@Work Features, Benefits & Rewards ("Amendment") by giving twenty-one (21) calendar days' prior notice to the CIMB@Work Customer(s) via:
  - (i) announcement at CIMB's website; and/or
  - (ii) notice at CIMB's branches; and/or
  - (iii) notice at CIMB's Currency Exchange counters; and/or
  - (iv) by any other means of notification which CIMB may select.

The Amendment shall be considered as binding on the Eligible Customer from the date as specified by the Bank in the notification.

9.5 For avoidance of doubt, CIMB shall not be liable to the CIMB@Work Customer(s) for any losses, damages, costs or expenses as may be suffered or incurred by the CIMB@Work Customer(s) as a direct or indirect result of any substitution and/or any cancellation, suspension, shortening or extension of the CIMB@Work Features, Benefits & Rewards.

9.6 CIMB shall not be liable to any CIMB@Work Customer(s) or any party for any loss or damage (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) resulting from:

- (a) the CIMB@Work Customer(s)' participation or non-participation in the CIMB@Work Features, Benefits & Rewards; and/or
- (b) any non-receipt or delayed receipt by the CIMB@Work Customer(s) of the SMS

unless such loss or damage arises from and is caused directly by CIMB's gross negligence or willful default.

9.7 These Terms and Conditions:

- (a) shall prevail over any provisions or representations contained in any other materials advertising the CIMB@Work Features, Benefits & Rewards; and
- (b) are to be read together with the prevailing terms and conditions of the underlying product and/or services within the CIMB@Work Features, Benefits & Rewards which shall apply in addition to these Terms and Conditions.

9.8 These Terms and Conditions shall continue to be valid and binding notwithstanding the CIMB@Work Customer's death and shall be binding on the heirs, personal representatives and successors-in-title of CIMB and the CIMB@Work Customer respectively and the rights and obligations of the CIMB@Work Customer under these Terms and Conditions are personal and are not transferable and cannot be assigned for any reasons whatsoever.

- 9.9 These Terms and Conditions herein shall supersede all previous terms and conditions, agreements or arrangements, if any, made between CIMB and the CIMB@Work Customer, either in writing or verbal in respect of the CIMB@Work Features, Benefits & Rewards.
- 9.10 Time shall be of the essence but CIMB's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the CIMB@Work Customer shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect CIMB's rights to subsequently act strictly in accordance therewith.
- 9.11 The illegality, invalidity or unenforceability of any of the terms in these Terms and Conditions shall not affect the legality, validity or enforceability of any other terms of these Terms and Conditions.
- 9.12 These Terms and Conditions shall be subject to, governed by and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies to which CIMB is subject. The CIMB@Work Customer agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 9.13 Notwithstanding anything herein, CIMB's rights and entitlement under these Terms and Conditions shall continue to remain in force and effect and shall survive any termination or suspension of the CIMB@Work Features, Benefits & Rewards by CIMB.
- 9.14 These Terms and Conditions shall continue to be valid and binding notwithstanding any merger, amalgamation, transfer or assignment of business, operations, assets or liabilities of CIMB or any change in CIMB or any company by which the business of CIMB may for the time being be carried on.
- 9.15 CIMB will not be responsible for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected application of the CIMB@Work Features, Benefits & Rewards or related correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise unless the same is caused directly by CIMB's gross negligence or willful default.
- 9.16 If the product(s) and/or service(s) relating to the CIMB@Work Features, Benefits & Rewards which the CIMB@Work Customer has subscribed is offered by CIMB Bank, any query that the CIMB@Work Customer may have regarding such product(s) and/or service(s) will be attended to by CIMB Bank. Similarly, if the product(s) and/or service(s) is offered by CIMB Islamic Bank, any query that the CIMB@Work Customer may have regarding such product(s) and/or service(s) will be addressed by CIMB Islamic Bank.
- 9.17 CIMB's Bank website may contain links to other websites ("**Third Party Links**"). CIMB Bank has no control over and do not monitor or review the contents of the Third Party Links. If the CIMB@Work Customers understands that they are accessing to the Third Party Links at their own risk and CIMB Bank is not

responsible for any losses CIMB@Work customers may incur.

- 9.18 For any complaint and/or feedback relating to the enrolment as a CIMB@Work Customer and/or CIMB@Work Features, Benefits & Rewards, the CIMB@Work Customer may contact CIMB's Customer Resolution Unit (“**CRU**”) at the following address, telephone and email which CIMB may change by notification to the CIMB@Work Customers:

Address : Customer Resolution Unit, P.O. Box 10338, GPO Kuala Lumpur 50710 Wilayah Persekutuan  
Contact Number : 603-6204 7788  
Email Address : [contactus@cimb.com](mailto:contactus@cimb.com)

- 9.19 For any enquiry relating to the CIMB@Work Features, Benefits & Rewards, please visit any of CIMB branches nationwide, or contact CIMB’s Contact Centre at 03-6204 7788.