

Terms and Conditions

CIMB Cross Border Account Transfer (Malaysia to Singapore)

1. Introduction

1.1. CIMB Cross Border Account Transfer (Malaysia to Singapore) ("Service") is provided by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] and CIMB Bank Berhad (Singapore branch) collectively known as we, us or our, as the case may be. The Service enables CIMB Clicks users ("you", "your", or "yours", as the case may be) registered in Malaysia to transfer funds via CIMB Clicks at www.cimbclicks.com.my ("Website") and CIMB OCTO App ("App") from their CIMB accounts ("Account(s)") held with CIMB Bank Berhad and/or CIMB Islamic Bank Berhad to their account(s) with CIMB Bank Berhad (Singapore branch). This Service is applicable to Malaysia and Singapore only and not to any other country.

2. Use of Service

2.1 The following terms and conditions govern your use and access to this Service. Please read these terms and conditions ("Terms and Conditions") and if you are agreeable to the terms stated herein, indicate your acceptance before you begin using the Service and perform the fund transfer.

2.2 You will be asked to agree to or accept the Terms and Conditions by clicking on an "Yes", or other similarly worded button or entry field with your mouse, keystroke, or other computer device. By doing so, you expressly consent to be governed by the entire Terms and Conditions, failing which you will not be granted access to this Service. If you do not accept or are not agreeable to any of the Terms and Conditions set out herein, you are advised to immediately discontinue use or access to this Website or App.

2.3 You confirm that you are the legal owner of the Account(s) that you are requesting to make the fund transfer.

2.4 You acknowledge that during your use of the Service, information about you and your Account(s) may be transferred cross-border to facilitate the granting and fulfilment of the Services, and you hereby consent to such transfer of information that may be necessary for the transfer and release us from any duty we might otherwise have to observe the banking secrecy and / or privacy laws of both Malaysia and Singapore.

2.5 You agree that our employees, regulators, third party service providers, auditors, legal advisers and other agents may have access to your information as reasonably required to provide the Service, investigate complaints and comply with applicable law and/or regulations.

2.6 You agree to comply with any instructions given by us to you at any time in connection with the use of the Service or the security of the Service. No request will be made to request for your login credential such as username and password(s). You agree not to use the Service for any unlawful activities or to facilitate any illegal purposes.

2.7 We reserve the right to immediately discontinue, suspend or terminate your access and use of the Service at any time upon giving you notice. We reserve the right to impose any conditions on the suspension including the period of suspension and imposition of further terms and conditions for reinstatement of the use of the Service.

2.8 The Terms and Conditions are subject to change from time to time (whether by adding to, deleting form or otherwise amending) ("Amendment") by giving at least twenty-one (21) calendar days' prior notice. Notice shall be communicated by posting a notice in our website and/or by any other means of notification as we may select and the Amendment shall be binding on you from the date of notification in the Amendment or from such other date as may be specified in the notification.

3. Service Security

3.1 You agree to keep your Account(s) information up to date and accurate at all times.

3.2 You are responsible for maintaining the confidentiality of your password(s) and other security details relating to the Service. Your password(s) and other security details must not be disclosed to anyone. Please notify us immediately of any unauthorised use of your password(s) or of any other breach of security.

4. No Warranties, Limits to our Liability and Indemnity

4.1 We will take reasonable care to ensure that any information provided to you through your use of the Service is an accurate reflection of the information contained in our computer systems. All terms which is available on this Website or App and the Service herein are provided on an "as is" and "as available" basis and are strictly meant for your reference and information only, and shall not, at any time whatsoever, be assumed or deemed to be intended for any business or commercial purposes.

4.2 We do not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of non-infringement or that it will operate error free or that the system is virus free. We also do not warrant that this Website or App, the Service herein and the Terms and

Conditions will meet your requirements, will operate uninterruptedly in a timely manner or is secure.

4.3 We shall not be liable to you for any loss that you may incur or otherwise suffer, however arising or described and whatever the legal basis of the liability in connection with our provision of the Service, unless the loss was caused by fraud, gross negligence or wilful default on our part. We shall not be liable for any indirect or consequential loss or loss of profit whether or not they were foreseeable.

4.4 You must read and understand the Bank Negara Malaysia (BNM) Foreign Exchange Policy issued pursuant to the Financial Services Act 2013 and Islamic Financial Services Act 2013 at BNM website at <http://www.bnm.gov.my> and ensure all information provided by you and all conversion of monies for transfers performed by you from Your Account to your account at CIMB Bank Berhad (Singapore branch) are in compliance with BNM Foreign Exchange Notices at all times.

4.5 Disclosure of Information

4.5.1 You hereby agree, consent to and authorise us to disclose any information relating to you and/or any accounts and/or service provided by us to you to:

- any of our agents, service providers, auditors, legal counsel and/or professional advisors in or outside Malaysia;
- the entities within the corporate group of CIMB Group Holdings Berhad, our 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 the Service, financial product/facilities and performance of the contract, services of or granted or provided by us and/or the Group Companies to their customers, as well as to:

- any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom we are required to make disclosures or have jurisdiction over us 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 us as and when required or requested to do so from time to time and at any time;

- any company and/or organisation that assist or facilitate the processing and/or fulfillment of transactions or instructions that you have requested and/or given to us;
- any potential transferee or assignee with whom we are negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the Service; and
- such third parties as specifically identified and for the purpose(s) as stated in the respective terms and conditions governing each account, product and/or service, which provides for the disclosure of information as well as such third parties and for the purposes 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.

4.5.2 In addition to Clause 4.5.1 and without prejudice to our other rights of disclosure of information as contained in the terms and conditions of your account(s) held with us, you acknowledge we reserve the right to transmit information pertaining to the transaction and consent to us disclosing your details and/or information pertaining to the transaction to (i) CIMB Bank Berhad (Singapore branch), (ii) any payment intermediary, (iii) the beneficiary, (iv) Bank Negara Malaysia in accordance with Foreign Exchange Policy issued pursuant to the Financial Services Act 2013/Islamic Financial Services Act 2013, and (v) any authorities or other party as authorised by law.

4.5.3 You understand and agree that the consents given in Clause 4.5.1 and 4.5.2 above cannot be withdrawn where such disclosure of your information is necessary for the provision of the Service and/or related services or the performance of the contract with you to comply with contractual requirements or to comply with any legal requirements.

4.5.4 You understand and agree that we may also disclose your information (excluding information relating to your account) to other entities within the Group Companies and/or third parties such as business partners and strategic alliances for marketing and promotional purposes if your prior consent has been obtained expressly authorising such disclosure. You acknowledge and understand that your consent and authorisation to disclose for marketing and promotional purposes may be revoked or withdrawn by you at any time by contacting us at the following telephone number or address (which may be changed by us from time to time by notice to you): Customer Resolution Unit (CRU) P. O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel: +603 6204 7788 / email: contactus@cimb.com

4.6 In any event, we will not be liable for any loss or damage arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings arising in connection with your access or use or the inability to access or use the Service, Website or App (or any third party link to or from the Website or App), reliance on the information contained on the Website or App,

any technical, hardware or software failure of any kind, any interruption, error, omission, delay in operation, computer viruses, or otherwise. This exclusion clause shall take effect to the fullest extent permitted by law.

4.7 You acknowledge and agree to indemnify and fully indemnify us and our service providers from any third party claims, liability, damages, losses, expenses, costs, (including, but not limited to, legal fees) and taxes caused by or arising from your breach of these Terms and Conditions or by your infringement of any of our intellectual property rights.

4.8 You must ensure adequate and sufficient funds are available in your Account(s) to enable us to carry out the fund transfer request and we shall not be liable in failing to carry out any request for fund transfer due to insufficiency of funds in your Account(s).

4.9 You are solely responsible to ensure that all information, supporting documents and/ or purpose of payment provided to us in relation the fund transfer under the Service are current, accurate and complete. You shall provide to us immediately upon request on any information, supporting documents and/ or purpose of payment related to your fund transfer. If you fail in providing or have provided the information, supporting documents and/ or purpose of payment that is not current, incorrect and incomplete to us, we reserve the right to reject, decline, suspend and/or withhold the transaction or funds related to your fund transfer and we shall not be responsible to you for any loss and damage suffered or incurred in consequences of such failure.

4.10 You shall remain fully liable and agree to indemnify us for all loss suffered by us in carrying out your fund transfer instructions except to the extent that the losses are caused by our fraud, gross negligence or wilful default.

4.11 You acknowledge that all transfers will be done in accordance with the prevailing currency rate in force at the relevant time.

4.12 These Terms and Conditions are governed by and are to be 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 we are subject. By accessing this Website or App and/or using the Service provided herein by us, you agree that the courts of Malaysia shall have the exclusive jurisdiction to hear any disputes arising out of or in connection to the use of this Website or App and/or the Service.

5. We and payment intermediaries are entitled to act in accordance with the laws, regulations, directives and orders (each "a regulation") of various governmental, quasi-governmental and self-regulatory authorities operating in various jurisdictions (each "an authority") and also to the respective policies and procedures (each "a policy") adopted by us and payment intermediaries

relating to, without limitation: anti-money laundering; counter-terrorism financing; security, diplomatic, trade, financial, economic and other embargoes and sanctions; court orders; investigations; taxes; transaction review and monitoring; and reporting requirements. We and payment intermediaries may take any action which is considered appropriate in the light of all such regulations and policies including: (i) the interception and investigation of any payment messages and other information or instructions sent to or by you via our systems or the payment intermediary systems; (ii) making further enquiries with you and/or any other persons connected to or involved in the relevant fund transfer; (iii) rejection, decline, suspension and/or withholding the fund transfer and funds; (iv) restrain, deduct, impound and/or turn over to an authority, your funds in respect of the fund transfer under the Service; (v) report the fund transfer, its details and your details to one or more authorities; and (vi) take or forbear from taking any other action. In taking any action as aforesaid, you agree we and payment intermediaries shall not be liable for any loss or damage and you shall bear the risk of any delay and losses relating to any and all such actions or forbearance from action. We and payment intermediaries may not be at liberty to disclose the reason and shall have no obligation to disclose the reason for such actions or forbearance from action immediately or at any time.

6. For any enquiries relating to the Service, you may visit our website at <http://www.cimb.com.my>. For feedback and/ or complaints related to the Service, you may contact our Customer Resolution Unit bearing the following address, telephone, email address (or bearing such other address, telephone, email address which we may change by notification to you):
Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan
Tel : 603 6204 7788/ Email : contactus@cimb.com