

**TERMS AND CONDITIONS OF SUBSCRIPTION AND ACCESS TO BIZCHANNEL@CIMB (“TERMS”)**

**Important Notice: The Customer is advised to read and understand the Terms below before subscribing and/or accessing BizChannel@CIMB, and if the Customer does not understand any of the Terms, the Customer may clarify with the Bank.**

**1. DEFINITIONS AND INTERPRETATIONS****1.1 Definitions**

“Authorised User”	means any person authorised by the Customer to access BizChannel@CIMB.
“Account”	means any account opened and maintained with the Bank.
“Bank”	means CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] (“ <b>CIMB Bank</b> ”) and/or CIMB Islamic Bank Berhad [Registration No: 200401032872 (671380-H)] (“ <b>CIMB Islamic</b> ”) whichever is applicable.
“Banking Services”	means products and/or services provided by the Bank to the Customer.
“Business Day”	means a day in which the Bank is open for banking business.
“Charges”	means all fees, taxes, commission, charges, costs and expenses required to be paid under the Terms by the Customer to the Bank from time to time.
“CIMB Group”	means CIMB Group Holdings Berhad and all its related companies, as defined in section 7 of the Companies Act 2016 in or outside of Malaysia.
“BizChannel@CIMB”	means online banking channel/platform of the Bank which enables the Customer and/or its Authorised User to have access to certain Banking Services by electronic means via the use of personal computers or mobile device.
“BizChannel@CIMB Mobile App”	means the mobile banking application which may be downloaded to mobile device that runs on iOS, Android or other supported operating system as may be determined by the Bank.
“Customer”	means any person whose application for access of BizChannel@CIMB has been approved by the Bank which expression shall include the Authorised User.
“Debiting Account”	means the account referred to in BizChannel@CIMB registration form duly signed by the Customer for the purpose debiting of fees and/or charges.
“Instructions”	means any requests, authorisations, instructions, or communications, in whatever form or manner including but not limited to facsimile, letter and emails given or transmitted to the Bank via BizChannel@CIMB or otherwise.
“Linked Account”	means all Accounts of the Customer and any such Account designated by the Customer in BizChannel@CIMB application form for access to BizChannel@CIMB.

“Org ID”	means the unique identification code(s) assigned by the Bank for the Customer for the purposes of accessing BizChannel@CIMB.
“Parties”	means the Customer and the Bank and the term “Party” shall mean anyone of them.
“Property Rights”	means any graphics, text, scripts, music, sound, photographs, images, art, video and other multimedia work or any combination thereof which is available on BizChannel@CIMB and are at all times protected by copyright, trademarks, service marks, patents and any other applicable intellectual property or proprietary rights.
“Push Notification(s)”	means notifications and other types of messages that may be sent to the mobile device where BizChannel@CIMB Mobile App has been installed.
“Regional Account Linking”	means a feature available under BizChannel@CIMB Mobile App where the Authorised User may link and view any account(s) opened and maintained within CIMB Group outside Malaysia.
“Security Codes”	means the unique identification code(s) including the company ID, token, user ID, password and/or such other codes generated by a Security Devices or such other devices approved by the Bank or assigned or prescribed by the Bank at any time from time to time in its discretion for the purpose of accessing BizChannel@CIMB.
“Security Device”	means any device designated by the Bank at any time from time to time in its discretion to be used by the Authorised User to generate Security Codes.
“Signatory”	means a person authorised by the Customer (whether alone or jointly with any other person) to give any Instructions and/or sign any document or agreement in respect of BizChannel@CIMB.
“Terms”	means the terms and conditions of subscription and access of BizChannel@CIMB including any amendments, supplemental terms or variations imposed by the Bank.
“Unauthorised Contents”	means any materials, data, communication and/or information which is/are illegal, unlawful or contrary to public or the Bank’s interests including any abusive, defamatory, infringement of rights, criminal offence or civil liabilities, racism, promotion of hatred, pornography or pedophilia, or contains any viruses or deleterious files.

## 1.2 Interpretations

In the interpretation of the Terms:

- (a) words importing the singular shall include the plural and vice versa and words importing any gender shall include every gender.
- (b) the subtitle, headings and the division of provisions into sections and clauses in the Terms are for ease of reference only and shall not be considered in the interpretation of the substantive provisions of the Terms.
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

- (d) any reference to a Party in the Terms shall include a reference to its successors in title and permitted assigns.

## 2. ACCESS

The Customer shall solely be responsible to ensure that only the Authorised Users access BizChannel@CIMB and comply with the Terms.

## 3. BIZCHANNEL@CIMB MOBILE APP

3.1 The Customer acknowledges that the download and use of BizChannel@CIMB Mobile App by the Authorised Users shall be on a non-exclusive, non-sublicensable, non-transferrable, personal and license basis and is subject to the following:

- (a) Purpose: BizChannel@CIMB Mobile App shall only be used for the purpose of accessing and/or performing selected Banking Services.
- (b) Mobile Device: The download and access of BizChannel@CIMB Mobile App on the mobile device is subject to any applicable terms and conditions of the mobile device manufacturer. Each of the Authorised User may download BizChannel@CIMB Mobile App on multiple mobile devices but simultaneous login on multiple mobile devices is not allowed.
- (c) Security: The Authorised Users shall keep the mobile devices safe and not to download or install BizChannel@CIMB Mobile App on any mobile devices that such Authorised Users do not own or have exclusive control or mobile devices which have been jail-broken or rooted. The Bank strongly cautions against installing BizChannel@CIMB Mobile App on such mobile devices as they are unsecured and are vulnerable to fraudulent attacks. For the purpose of the Terms, 'jail-breaking' or 'rooting' refers to unauthorised modifications to or hacking of any mobile device operating system to bypass security features.
- (d) No Alterations or Modifications: The Customer and/or the Authorised Users shall not, or permit anyone to, alter or modify, reverse engineer, decompile, reverse input or disassemble BizChannel@CIMB Mobile App.
- (e) Mobile Device(s) Compatibility: BizChannel@CIMB Mobile App currently works on certain compatible mobile devices as determined by the Bank. The Bank does not warrant that BizChannel@CIMB Mobile App is compatible with all mobile devices and the Bank reserves the right to change the version of the operating system that works with BizChannel@CIMB Mobile App at any time.
- (f) Push Notification(s): Push Notification(s) will be sent to all mobile devices which the Authorised Users have logged onto previously unless such Authorised Users has disconnected the mobile devices from BizChannel@CIMB Mobile App.
- (g) Regional Account Linking: Upon the Customer's request and subject to the fulfilment of all requirements imposed by the Bank for the purpose of Regional Account Linking, the Authorised User may view other account(s) opened and maintained within CIMB Group outside Malaysia ("Other Accounts") provided always the view and access of such Other Accounts shall be subject to the applicable terms and conditions of the Other Account.

## 4. UNAUTHORISED CONTENTS

4.1 The Customer shall not, at any time attempt or assist, whether directly or otherwise, any person to transmit any Unauthorised Contents. If at any time the Customer is aware or suspect the occurrence of any of the aforesaid activities, the Customer shall notify the Bank immediately.

4.2 The Bank may but are not obliged to monitor, supervise or review the Customer's access of BizChannel@CIMB. The Bank reserves the right to edit or delete any Unauthorised Contents which violate any of the provisions in the Terms without notice and without any liability whatsoever to the Customer for doing so.

4.3 The Customer's access of BizChannel@CIMB shall at all times be in accordance with all legislations, laws and regulations governing the same.

## **5. PROPERTY RIGHTS**

5.1 The Property Rights in respect of BizChannel@CIMB shall at all times be owned exclusively by the Bank or the relevant third party vendors, advertisers, affiliates or any other third persons, where applicable.

5.2 The Customer shall not reproduce, copy, transmit, publish, perform, broadcast, adapt, store, distribute, display, license, modify, edit, censor, alter, or use in whole or in part in any manner the Property Rights or hyperlink without the Bank's prior written consent or that of the relevant third party vendors, advertisers, affiliates or other third persons, where applicable, to the same. Further thereto, the Customer shall not insert a hyperlink on BizChannel@CIMB.

## **6. CHARGES**

6.1 The Customer shall pay the Bank all Charges at such rates and on such terms as the Bank may stipulate from time to time in respect of the access of BizChannel@CIMB.

6.2 The Customer agrees that such Charges may be deducted by the Bank from the Debiting Account and in the event that there are insufficient moneys in the Debiting Account, from any of the Linked Accounts.

6.3 All payments payable to the Bank shall be made in Ringgit Malaysia.

6.4 The Bank reserves the right to impose the Charges in respect of BizChannel@CIMB which the Bank has previously waived.

6.5 The Bank may review the Charges from time to time and any revision in the Charges shall be notified to the Customer at least twenty-one (21) calendar days prior to the effective date of the revision in Charges. The notice can be given in any of the way referred to in Clause 14 or through the Bank's website.

## **7. HYPERLINKS TO THIRD PARTIES**

7.1 BizChannel@CIMB may contain hyperlinks to third parties' websites, which are not under the Bank's control. These hyperlinks are provided for the Customer reference only and do not represent the Bank's endorsement, recommendation or sanction of the same. Accordingly, the Bank shall not be responsible or liable for:

- (a) the Customer's access of such third parties' website or any information or materials available therein; and
- (b) any form of transmission or communication between the Customer and the said third parties or the Customer's participation or use of their information, materials, services or promotions.

For this purpose, the Customer agrees to be solely responsible for the Customer's own use and access of any portion thereof. Accordingly, the Customer is therefore advised to obtain independent professional advice at all times.

## **8. DISCLAIMER**

- 8.1 While the Bank will make reasonable efforts to ensure information and materials available on BizChannel@CIMB are accurate and current:
- (a) such information and materials are provided on an "as is" and "as available" basis without warranties of any kind and they are not to be taken as investment, financial, commercial or business advice or recommendations. Such information and materials are provided for general information only and the Customer should seek professional advice at all times and obtain independent verification of the information and materials before making any decision based on any such information or materials; and
  - (b) where such information and materials are information, pricing and/or rate of other banking product/services, there may be instances they are inaccurate, incomplete and/or outdated. In such an event, the Customer is advised to verify the same with the Bank before effecting or placing any order, service or transaction. The Bank may reject or cancel any such order, service or transaction and the Bank shall not be liable for any loss or damage arising from such rejection or cancellation other than due to the Bank's gross negligence or willful default.
- 8.2 Due to the risks and problems inherent in the internet and other electronic means, the Bank does not represent and warrant that:
- (a) BizChannel@CIMB will meet the Customer's requirements;
  - (b) access will not be uninterrupted or timely;
  - (c) there will be no omissions or loss of transmitted information; or
  - (d) no viruses, intrusion, interference, hijacking or attack will be transmitted or occur to the Customer's computer system and mobile devices.
- 8.3 The Customer shall ensure that adequate protection measures are taken to safeguard its own computer system and mobile device and the Bank shall not be liable any loss or damage arising from any interruption or unavailability of BizChannel@CIMB due to risks and problems in Clause 8.2 above other than due to the Bank's gross negligence or willful default.

## **9. INSTRUCTIONS**

- 9.1 The Bank may treat and accept any or all Instructions and mandates received by the Bank as properly authorised by the Customer and shall be entitled to take such steps in reliance upon such Instructions. The Bank shall not be liable for any unauthorised or fraudulent Instructions received by the Bank. The Bank shall be under no obligation to check the authenticity of the Instructions or the authority of the person or persons giving them.
- 9.2 Where the Bank has reason to believe that an Instruction purporting to come from the Customer has not been properly authorised by the Customer or that a breach of security has occurred in relation to the Customer's access of BizChannel@CIMB, the Bank reserves the right not to act, or to delay acting on the Instructions without being liable to the Customer for any loss for so doing.
- 9.3 The Customer is solely responsible for the accuracy, correctness, authenticity and completeness of the Instructions and the Bank is not liable for any loss or damage for not acting or to delay acting on such Instructions.
- 9.4 Any Instructions given will be dealt with in the normal course of business. If Instructions are given at a time after any prescribed time set by the Bank for transactions for any particular day, the said Instructions may not be carried out until the next Business Day.
- 9.5 Any Instructions to the Bank for change or variation of any particulars in the Application Form shall be in writing and in such manner as may be prescribed or agreed to by the Bank from time to time and notice of at least seven (7) Business Days shall be served on the Bank.

## 10. CANCELLATION OR CHANGE OF INSTRUCTIONS

The Bank shall not be obliged to cancel or change any Instructions after the same have been transmitted to the Bank. The Bank shall use all reasonable efforts to act on such cancellation or change but the Bank shall have no liability whatsoever if such cancellation, or change is not or could not be effected in time. The Customer shall be liable to pay any and all costs and expenses which may be incurred by the Bank if acting on such Instruction to cancel or change. For the avoidance of doubt, the Bank shall not be taken to have received or to have notice of any cancellation or change until the Bank actually receives the notice of cancellation or change.

## 11. EXCLUSION OF LIABILITY

11.1 The Bank shall not be liable for any loss and damage (of whatsoever nature, type and extent) incurred or suffered by the Customer or any third party by reason or arising from:

- (a) the Customer's inability to perform any of the transactions due to limits set by the Bank from time to time;
- (b) any corruption, error, alteration or loss of any Instructions, data or information to or from the Bank or during the course of transmission through BizChannel@CIMB;
- (c) any intrusion, interference, hijacking or attack by any person on any data, network, hardware, software or system used in relation to BizChannel@CIMB or during the course of transmission through BizChannel@CIMB, including but not limited to viruses, Trojan horses, worms, spyware, macros, malicious programs or other harmful components, deleterious programs or files or disabling devices that may disrupt, impair or disable the operation of and/or access to BizChannel@CIMB or any part thereof;
- (d) any restriction or prohibition on the access of BizChannel@CIMB by any laws or regulations of any country from where the Customer access BizChannel@CIMB;
- (e) the insufficiency of funds in any of the Linked Account;
- (f) any default caused by internet browser providers or by internet service providers or their agents or sub-contractors;
- (g) any breakdown or malfunction of any equipment, system or software used in connection with BizChannel@CIMB, whether belonging to the Bank or otherwise, including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunications or other communications network or system or any part of the electronic fund transfer system;
- (h) any use, misuse, purported use or misuse, loss, theft or unauthorised use of any of the Security Codes and/or of BizChannel@CIMB;
- (i) the Customer's failure to comply with the latest instructions, procedures and directions for access of BizChannel@CIMB;
- (j) the funds in any Linked Account is not available for utilization because it has been earmarked or provided to the Bank as security or the Bank is exercising its lien over the funds in the Linked Account, or pursuant to the Bank's rights under the Bank's various standard terms and conditions governing various banking facilities and services prevailing from time to time;
- (k) any fraud, criminal act, offence or violation of any law or regulation has been or will be committed;
- (l) any failure of performance, system, server, connection as a result of any error, omission,

interruption, breach of security, malicious code or corruption resulting in delay in operation or transmission, transmission error or unavailability of access of BizChannel@CIMB even if the Bank had been advised as to the possibility;

- (m) any delay or failure by third party service or system integration with BizChannel@CIMB; and/or
- (n) any action taken by the Bank pursuant to the Terms deemed as appropriate by the Bank at its discretion,

unless such loss or damage arise from and are caused directly by the Bank's fraud, gross negligence or willful breach of its obligations under these Terms.

- 11.2 Notwithstanding anything to the contrary, 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 profits or income, savings, opportunity loss, expectation loss, reliance loss or pure economic loss and any exemplary or punitive damages which may be suffered or incurred by the Customer or any third party directly or indirectly, even if the Bank has been notified of the possible damages or any claim against the Customer or the third party.

## **12. GENERAL INDEMNITY**

- 12.1 In addition and without prejudice to any of the other rights or remedies of the Bank, the Customer undertakes to indemnify and hold the Bank harmless from and against any and all loss and damage suffered or incurred by the Bank, as a result of any of the following:

- (a) any failure by the Customer and/or the Authorised Users to comply with the Terms;
- (b) in relation to the use of any Security Codes and/or Security Device with or without the Customer's authority; and/or
- (c) the Bank acting in accordance with any Instructions or in any manner permitted under the Terms,

unless the same is caused directly by the Bank's fraud, gross negligence or willful breach of its obligations hereunder.

- 12.2 The Customer agrees and acknowledges that the Customer's undertaking to indemnify the Bank shall survive any termination hereof.

## **13. TERMINATION**

- 13.1 The Bank reserves the right at any time to suspend, terminate, withdraw or restrict the access to all or any part of BizChannel@CIMB without having to attribute any reasons by giving not less than fourteen (14) calendar days' prior notice to the Customer. The Customer may terminate its access to BizChannel@CIMB without assigning any reasons whatsoever by giving the Bank at least fourteen (14) calendar days' prior notice. The termination will not be effective until the Bank has received from the Signatory or the Customer a notice of termination.

- 13.2 Notwithstanding Clause 13.1, the Bank may immediately terminate, suspend or restrict the Customer's access to BizChannel@CIMB which termination, suspension or restriction shall take effect immediately if:

- (a) the Customer breaches or fails to observe any provision of the Terms;
- (b) the Customer's fails to pay any Charges or fees when due;
- (c) the Customer has provided the Bank with false or incomplete information;

- (d) the Customer becomes or threatens to become or is in jeopardy of becoming subject to any form of insolvency administration;
- (e) in the Bank's opinion, it is in the public interest to do so; or
- (f) there are any directions or instructions from Bank Negara Malaysia or any other relevant authorities to the Bank to discontinue BizChannel@CIMB or the Customer's access to BizChannel@CIMB or where the provision of BizChannel@CIMB is contrary to or prohibited by laws or regulatory authority or body.

13.3 The Bank may, by giving the Customer at least seven (7) calendar days' prior written notice is entitled to terminate or suspend the Customer's use and access to BizChannel@CIMB in the event that the Customer fails to use or access BizChannel@CIMB for a consecutive period of sixty (60) days or such other period as notified by the Bank.

13.4 The Customer agrees and acknowledges that the termination does not affect the Customer's liability or obligation in respect of the Instructions received by the Bank prior to such termination that have been processed or are being processed by the Bank.

13.5 The Customer further agrees and acknowledges that where an Instruction has been received by the Bank prior to such notice of termination but has not been processed, and the Customer's access to BizChannel@CIMB is thereafter terminated, the Bank shall not be responsible nor liable for any failure to process the said Instruction.

13.6 Any rights and obligations under the Terms, which by their terms would survive the termination, shall continue to be in full force and effect.

13.7 Upon termination the Customer undertakes to return to the Bank within fourteen (14) days of the effective termination date, all Security Codes that have been issued to the Customer in respect of BizChannel@CIMB.

#### **14. VARIATION**

The Bank may vary or amend any of the provisions in these Terms (among other things, to facilitate the business, operations and services provided by the Bank) by giving the Customer not less than twenty-one (21) calendar days' prior notice. The notice can be given in any of the ways referred to in Clause 15 (*Notices and the Bank's Contact Center*) or through the Bank's website. The amendments shall take effect twenty-one (21) calendar days from the date of notification or earlier if agreed by the Customer.

#### **15. NOTICES AND THE BANK'S CONTACT CENTER**

15.1 Unless otherwise specified, all notices and communications by the Bank in relation to BizChannel@CIMB may be given in any one of the following manners and shall be duly served:

- (a) if sent by hand, upon delivery thereof;
- (b) by ordinary post or registered post to the Customer's last address in the Bank's records and deemed received two (2) Business Days after posting save where the notice or communication is returned undelivered to the Bank;
- (c) by electronic transmission or mail or other forms of instantaneous communication [including short messaging system (SMS) and voice recording] and deemed received, at the time they are sent;
- (d) by display at the Bank's premises, including the Bank's branches and deemed effective upon the display being made;



- (e) if sent by courier, and deemed received upon acknowledgement on the courier consignment note;
- (f) by display on the screen upon access to BizChannel@CIMB website and deemed effective upon the display being made; and/or
- (g) where BizChannel@CIMB Mobile App has been installed on mobile devices and Push Notification(s) of BizChannel@CIMB Mobile App has been enabled, such notices and communications are deemed received when they are sent.

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

15.3 For any query relating to BizChannel@CIMB, the Customer may contact the Bank's contact center as follows:

CIMB Business Call Center  
5th Floor, Menara Atlas, Plaza Pantai  
No 5, Jalan 4/83A  
Off Jalan Pantai Baru  
59200 Kuala Lumpur  
Tel: 1300 888 828 (Local)/+603 2297 3000 (Overseas)  
Email: mybusinesscare@cimb.com

## 16. INTERNATIONAL USE

The Customer's access to BizChannel@CIMB from outside of Malaysia may be subject to, among others:

- (a) exchange control regulations of Bank Negara Malaysia;
- (b) other fiscal or exchange control requirements of the country where the transaction is effected or requested; or
- (c) other relevant laws and regulations of Malaysia and the country where the transaction is effected or requested.

## 17. DISCLOSURE AND CONFIDENTIALITY

17.1 The Customer consents to the disclosure of any information, affairs and/or accounts including banks statements and any such related information in respect of the Customer, the Instructions and the Customer's subscription and access to BizChannel@CIMB:

- (a) to any of the Bank's related corporations, branches, affiliates, business partners and/or any other persons in or outside Malaysia where the Bank deems disclosure necessary to give effect, complete, verify or restrict a transaction or Instruction;
- (b) to Bank Negara Malaysia or other regulatory authorities in or outside Malaysia including court orders and requests where disclosure is required or permitted by laws;
- (c) to protect and/or defend the Bank's rights including Property Rights;
- (d) to the Bank's professional advisers, auditors or solicitors for facilitating or protecting the business, operations and services provided by the Bank;

- (e) to protect the interests of the public including but not limited to the detection of crimes and the apprehension of criminals;
- (f) where disclosure is required or permitted by laws; and
- (g) to the service providers and third parties engaged by the Bank for the purpose of the third party system integration with BizChannel@CIMB, as subscribed by the Customers.

17.2 Due to the nature of access via internet, the Bank does not guarantee or make any representations or warranties in respect of the confidentiality of the information and the Customer agrees to accept the risk associated with the use of the internet medium including but not limited to the risk that all information transmitted through BizChannel@CIMB may be accessed by unauthorised third parties and the Customer agrees that the Bank shall not be responsible or liable for any such unauthorised access.

## **18. SOFTWARE AND HARDWARE UPGRADE**

18.1 If new or enhanced versions of any of the Security Codes necessary for the operation of BizChannel@CIMB are available or developed, the Bank reserves the right not to continue with the use of the previous Security Codes. In the event that the Customer fails to upgrade or use the enhanced version of the Security Codes as required by the Bank, the Bank is entitled to reject the Customer's Instructions and terminate the Customer's access to BizChannel@CIMB.

18.2 The Bank reserves the right to change or update the type or versions or specifications of any of the Security Codes, software, hardware or equipment that the Customer may be required to access BizChannel@CIMB and in the event that the Customer is not able to meet such requirements, the Bank, is entitled to reject the Customer's Instructions and terminate the Customer's access to BizChannel@CIMB.

## **19. FORCE MAJEURE**

In the event that the Bank is unable to observe or perform the Terms, whether in whole or in part, by reason of 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, floods, sanctions, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Malaysian Government or as a result of any international or supranational sanctions, the Bank shall not be liable for any loss and damage for any delay or failure in performance of its obligations under the Terms howsoever arising from or in connection with any of the abovementioned disabling events.

## **20. EVIDENCE**

20.1 Except in the event of manifest error or fraud, the Customer agrees to refer to and to treat all Instructions and communications transmitted electronically between the Parties, including the records or transaction logs, magnetic tapes, cartridges, computer printouts, copies or other form of information storage, as conclusive evidence of all of the Instructions and other communications received or sent by the Bank. The Customer further agrees that all such records shall be binding upon the Customer including the validity or authenticity of the same.

20.2 All such Instructions and communications that meet the operating standards and requirements of the Bank shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

## 21. SECURITY CODES AND SECURITY DEVICE

### 21.1 Security Codes

- (a) The Bank reserves the right to issue any Security Codes in any combination of characters as the Bank thinks fit. The Security Codes once issued shall not be subject to any change by the Customer unless agreed to by the Bank.
- (b) The Security Codes may be used as the Bank thinks fit to:
  - (i) initiate, effect, perform and/or dispatch any of the Instructions;
  - (ii) communicate with the Bank; and
  - (iii) access and obtain information as may be permitted by the Bank whether relating to the Accounts or BizChannel@CIMB,

subject to the terms and conditions of the Terms and such other restrictions and limitations as the Bank may impose in its discretion.

- (c) The Customer shall and it shall ensure its Authorised Users keep all the Security Codes confidential at all times and shall take all necessary steps to prevent the disclosure of the Security Codes to any unauthorised person. If it is suspected that the security or the confidentiality of any Security Codes is compromised in any way, the Customer shall immediately inform the Bank and change the relevant Security Codes to prevent the fraudulent or unauthorised use of the Accounts and/or BizChannel@CIMB. Notwithstanding that, the Customer will continue to be liable for any and all unauthorised Instructions until the Bank has taken the necessary steps, in accordance with its prevailing practice to prevent any Instructions from being effected through the use of such Security Codes.
- (d) The Bank is entitled at its discretion, to de-activate or revoke the Security Codes in relation to the Customer and/or the Authorised Users at any time without assigning any reason and/or without prior notice to the Customer. The Bank shall also be entitled to de-activate or revoke, including the Customer's and/or any Authorised User's access of BizChannel@CIMB if BizChannel@CIMB cannot be lawfully accessed after a number of attempts has been made.

### 21.2 Security Device

- (a) The Bank may issue to any Authorised User one (1) or more Security Devices whether in respect of any Accounts and/or for the purposes of enabling the Customer to utilise BizChannel@CIMB. All Security Devices issued are the property of the Bank. The Bank may recall any of the Security Devices at any time and may (but shall not be obliged to) re-issue a new Security Device.
- (b) The Customer shall, and will ensure that its Authorised User shall:
  - (i) not to alter, tamper with, disassemble or in any way copy, modify or exploit the Security Devices;
  - (ii) take all precautions necessary to prevent the loss, theft or unauthorised use of the Security Devices and not to part possession with them; and
  - (iii) be responsible for the maintenance and operation of the Security Devices and all other computer system, mobile devices and/or software necessary for accessing BizChannel@CIMB. The Bank makes no warranties, whether express or implied, that any or all of the Security Devices is merchantable or will be suitable for the Customer's computer system, mobile devices and/or software or is fit for any other purpose whatsoever or is free of errors.

- (c) The Customer shall immediately notify CIMB if a Security Device issued to the Authorised User is lost or fails to function as intended and if there has been any unauthorised use of any Security Device and the Customer shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by the Customer to comply with any of the foregoing.
- (d) Where a Security Device issued to the Authorised User fails to function properly, the Bank may replace the same with a new Security Device upon payment by the Customer of a fee as determined by the Bank, save where the Bank is satisfied that the Customer and/or Authorised User did not cause or contribute to the failure of the Security Device. Where a Security Device is lost by the Authorised User, the Bank may replace the same upon payment by the Customer of such fee.
- (e) The Bank may send any of the Security Device via ordinary post or such other means as the Bank may, in its discretion deem fit. The Customer shall not hold the Bank responsible or liable in the event that the Security Device fails to reach the Customer and/or the Authorised User after despatch or if the same is lost, delayed or stolen whilst in transit.

### 21.3 General

The Security Devices and the Security Codes are provided to the Customer and/or the Authorised User on an “as is” and “as available” basis. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the Security Devices, Security Codes or other device or delivery channel designated by the Bank for use for the generation, delivery and/or receipt for Security Codes.

## 22. RATES

- 22.1 Foreign exchange rates and such other rates and information, including but not limited to news and reports on such rates or information made available under BizChannel@CIMB are only indicative of the actual rates, quotes or information and are subject to change without prior notice.
- 22.2 The Customer will bear sole responsibility for any and all loss and damage arising from or in relation to the Customer’s reliance on such news and reports in making decisions to undertake any transactions through BizChannel@CIMB.

## 23. CURRENCY EXCHANGE INDEMNITY

- 23.1 Any conversion from one currency into another in connection with BizChannel@CIMB shall be effected in such manner as the Bank may in its discretion deem fit and at the Bank’s then prevailing rate of exchange. Any loss, cost, charge and risk resulting from the conversion of one currency into another in connection with BizChannel@CIMB shall be borne solely by the Customer and the Customer authorises the Bank to debit any such loss, cost or charge to any of the Customer’s Accounts (whether linked to BizChannel@CIMB or not).
- 23.2 In the event that the Account does not have sufficient funds to pay for any transactions in full, the Bank reserves the right to liquidate any of the Customer’s foreign exchange positions and cancel the transaction and the Customer shall be liable for any and all loss or damage (including but not limited to foreign exchange loss), Charges (including replacement fees) that may be incurred thereby.
- 23.3 Any amount received or recovered by the Bank in respect of any sum due to it from the Customer under the Terms in a currency (“**Foreign Currency**”) other than the specified Currency (“**Contractual Currency**”) for any transaction shall only constitute a discharge to the Customer to the extent of the amount in the Contractual Currency which the Bank is able, in accordance with its usual practice, to purchase with the amount so received or recovered in the Foreign Currency on the date of such receipt

or recovery (or, if it is not practicable to make such purchase on such date, on the first date on which it is practicable to do so). If that amount in the Foreign Currency purchased is less than the amount in the Contractual Currency due to the Bank under the Terms, the Customer shall indemnify the Bank from and against any shortfall and all loss that may be sustained by the Bank.

## **24. MISCELLANEOUS**

- 24.1 If any provision contained in the Terms is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Terms shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
- 24.2 The Bank's rights under the Terms: (a) may be exercised as often as necessary; (b) are cumulative and not exclusive of any other rights under any applicable law; and (c) may be waived only in writing. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.
- 24.3 In the event that the Bank fails or neglects to enforce any provision or remedy under the Terms for whatever reason(s), this shall not be construed as the Bank having waived its rights and the Bank shall be entitled to require the strict performance of the same or any other provision in the Terms.
- 24.4 The Customer may not assign any right or benefit under the Terms without the Bank's prior written consent.

## **25. RIGHT TO DEBIT**

The Customer authorises and consents to: (a) CIMB Bank to debit its Accounts at the instructions of CIMB Islamic and to remit the moneys to CIMB Islamic for payment of any of the Charges in respect of any the Banking Services provided by CIMB Islamic; and (b) CIMB Islamic to debit its Accounts at the instructions of CIMB Bank and to remit the moneys to CIMB Bank for payment of any of the Charges in respect of any Banking Services provided by CIMB Bank.

## **26. PRIVACY CLAUSE**

- 26.1 In the event the Customer provides the Bank personal data of any individuals ("**Relevant Persons**"), the Customer confirms that it has duly obtained the consent and authority of such Relevant Persons for the Bank to:
- (a) process the personal data in accordance with Personal Data Protection Act 2010 for the purpose of the Banking Services and BizChannel@CIMB;
  - (b) carry out the necessary reference checks including credit reference to further ascertain the status of the Customer and Relevant Persons;
  - (c) disclose its personal data to the classes of parties described in the CIMB Group Privacy Notice (which is available at [www.cimb.com.my](http://www.cimb.com.my)); and
  - (d) provide the said Relevant Persons with information on the Bank's products, services and/or offers which may be of interest and/or financial benefit to them.
- 26.2 The Customer agrees to notify the Relevant Persons of the Privacy Notice and shall update the Bank in writing should there be any change to the personal information relating to the said Relevant Persons and any revocation of such consent. Should the consent and/or authority be subsequently revoked by any of the Relevant Persons, the Bank shall have the right to terminate Bizchannel@CIMB.

26.3 This Clause 26 shall be without prejudice to any other clause in the Terms which provides for the disclosure of information.

## **27. THIRD PARTY SYSTEM INTEGRATION WITH BIZCHANNEL@CIMB**

The Bank or its officers shall not be liable or responsible for any loss or damage in relation to any error or default of any third party system integration with BizChannel@CIMB as subscribed by the Customer including but not limited to any error or default on the part of the third party or in connectivity or data accuracy, completeness or authenticity. In the event any of the Banking Services cannot be carried out or performed via BizChannel@CIMB due to the aforesaid, the Bank is not under any obligation to rectify or perform or provide alternative modes or channel in respect of the aforesaid Banking Services. The Bank is under no obligation to ensure that any third-party system integration is free from viruses or defects.

## **28. TAX**

28.1 If the Bank is required to make any payment on account of tax or otherwise in relation to any amount paid, transferred or received, or payable, transferable or receivable, pursuant to the Banking Services or any liability in respect of any such payment is asserted, imposed, levied or assessed against the Bank, the Customer shall, to the extent that such payment or liability or a part thereof is in the Bank's opinion referable to the Customer, promptly indemnify the Bank against such payment or liability, together with any late payment charges, penalty, cost or expense payable or incurred in connection therewith.

28.2 The Customer shall furnish the Bank, with such documents and other information as the Bank may require concerning the tax consequences of the Banking Services (including, without limitation, whether there may or will be any withholding of tax) or for the purpose of complying with tax laws in any applicable jurisdictions.

28.3 The Customer shall continue to be bound by the provisions of this Clause 28 despite the termination of the Banking Services.

28.4 If any payment to be made under this Terms is subject to the deduction or withholding of tax, the sum payable by the Customer shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Bank receives and retains a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

## **29. GOVERNING LAW AND JURISDICTION**

29.1 The Terms shall be governed by and construed in accordance with the laws of Malaysia. The Parties agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.

29.2 The Bank and/or its agent(s) are entitled to act in accordance with the laws, regulations or directives of authorities operating in various jurisdictions including but not limited to foreign exchange restrictions, prevention of money laundering, terrorist financing and/or imposition of sanctions on any persons or entities (and/or the beneficiaries) to whom financial and/or other services are provided [irrespective of whether the said laws, regulations and/or directives have any legal and binding effect on the Bank and/or its agent(s)].

29.3 The Bank and/or its agent(s) may in its discretion take any action which it considers appropriate in the light of all such laws, regulations or directives. Such action may include but is not limited to:

- (a) the interception and investigation of any payment messages and other information or instructions sent to or by the Customer or on its behalf via the Bank's systems or its agent(s) systems; and

(b) making further enquiries or requesting supporting document(s) from the Customer and/or any other persons or sources including for verification of compliance with foreign exchange restrictions or as to whether the imposition of sanctions on any named entities or persons is actually or indeed applicable or referable to the Customer, payee, beneficiaries and/or any other persons connected to or involved in the relevant transaction effected via the Bank.

29.4 The Bank and/or its agent(s) reserves the right to reject suspend and/or withhold any transaction or funds at any point in time for the purpose of or in connection with the compliance of any laws, regulations or directives of authorities in any jurisdictions including but not limited to compliance with foreign exchange restrictions, prevention of money laundering, terrorist financing and/or imposition of sanctions on any persons or entities. The Bank and/or its agent(s) shall not be liable for any loss and damage suffered by the Customer and/or any other party arising out of the said rejection suspension and/or withholding.

29.5 The Customer shall ensure that it duly complies with the laws, regulations or directions of authorities operating in various jurisdictions which are applicable to it.

### **30. BILINGUAL**

The Terms is prepared in English and Bahasa Malaysia. The Bahasa Malaysia version of the Terms can be made available to the Customer upon request.